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Tianjin Symbior Flender Ltd., China 1.377MW  
Rooftop distributed PV power station Project  
天津希必奥弗兰德屋顶 **1.377MW** 分布式  
光伏发电电站项目

Engineering, Procurement and Construction (EPC)  
Contract  
设计采购施工（**EPC**）工程总承包合同

Tianjin Symbior Solar Power Co., Ltd.  
天津希必奥光伏发电有限公司

And  
以及

Suzhou Zhongqi Construction Engineering Co., Ltd.  
苏州市中启建设工程有限公司

Date: 18<sup>th</sup> Sep., 2020  
日期: 2020 年 9 月 18 日

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Contract Agreement  
合同协议书

This Contract Agreement is made the 18<sup>th</sup> day of Sep. 2020, by and between the following parties:  
本合同协议书于以下双方之间于 2020 年 9 月 18 日订立:

**PARTIES**

合同当事人

- Tianjin Symbior Solar Power Co., Ltd., a company incorporated and registered under the laws of the People's Republic of China (the "PRC" or "China") and having its registered office at [No. 88 Yongjin Avenue, Tianjin Beichen Economical & Technical Development Park (Room 7030, 7<sup>th</sup> Floor, Tianjin Beida Technical Business Incubator)], the People's Republic of China (the "Owner");  
天津希必奥光伏发电有限公司, 一家根据中华人民共和国(下称“中国”)法律注册成立的公司、其注册地址位于天津市北辰区天津北辰经济技术开发区高端园永进道 88 号(天津北达科技企业孵化园有限公司 7 楼 7030 室)的公司(简称“发包人”)。
- Suzhou Zhongqi Construction Engineering Co., Ltd., a company incorporated and registered under the laws of the People's Republic of China and having its registered office at [Room 1605, No.1539, Xiangcheng Avenue, Xiangyuan District Suzhou City, Jiangsu Province], the People's Republic of China (the "Contractor").  
苏州市中启建设工程有限公司, 是根据中华人民共和国法律注册成立、注册办公地点为中国苏州市相城区元和街道相城大道 1539 号 1605 室的公司(简称“承包人”)。

**RECITAL:**

鉴于:

1. The Owner intends to construct, own and operate [Tianjin Symbior Flender Ltd., China 1.377MW Rooftop distributed PV power station Project] (the "Project").  
发包人计划建造、拥有并运营[天津希必奥弗兰德屋顶 1.377MW 屋顶分布式光伏发电电站项目](简称“工程”)。
2. The Contractor represents that it has the experience, expertise, capability and know-how to ensure that the design, engineering, procurement and construction of the Project shall enable the Project to be constructed, commissioned, tested, delivered and capable of being operated in a reliable, safe, efficient and environmentally responsible manner in accordance with the requirements under this Contract.  
承包人表示其具有相关经验、专业知识、能力和专业技能,可确保对项目所进行的设计、工程、采购和施工能够使项目以可靠、安全、高效和环保的方式完成建设、调试、试验、交付和运行,并符合本合同的要求。
3. In reliance on the representations in Recital B, the Owner wishes to engage the Contractor to perform the Works its obligations on the terms to be agreed in definitive project agreement(s) to be agreed and entered between Contract Parties.  
基于承包人在建议条款(B)部分中所作陈述,发包人希望聘用承包人,按照双方商定并签署的最终项目协议中的条款履行工程建设义务。

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The Owner and the Contractor agree as follows:

发包人和承包人达成以下协议:

1. This Contract Agreement and the following documents shall collectively constitute the Contract Documents:

本合同协议书与下列文件一起构成合同文件:

- (1) the documents formed during the execution and performance of the Contract;  
合同签署和履行过程中形成的文件
- (2) the Special Terms of the Contract;  
专用合同条款
- (3) the General Terms of the Contract;  
通用合同条款
- (4) Owner's Requirements  
发包人要求
- (5) the Appendices;  
附录
- (6) the Other Contract Documents.  
其它合同文件

The aforesaid documents shall supplement and interpret each other. In case of any ambiguity or inconsistency, the document having a prior sequential order set out in the Contract shall prevail.

上述文件互相补充和解释。如有不明确或不一致之处，以合同约定次序在先者为准。

2. Name of Project: Tianjin Symbior Flender Ltd., China 1.377MW rooftop distributed PV power station project

项目名称: 天津希必奥弗兰德屋顶 1.377 MW 屋顶分布式光伏发电电站项目

Place of Project: No.20, Shuangchen Middle Rd, 300400, Tianjin, China

项目地点: 天津市双辰中路 20 号

Details of Project: A 1.377MW rooftop PV station installed on the steel rooftops of Flender Ltd., China factory. The project is using self-consuming model which support the factory cost efficiency and emission reduction.

项目详细信息: 在弗兰德传动系统有限公司的彩钢瓦屋顶上建设 1.377MW 光伏电站, 采用自发自用的形式, 帮助工厂节能减排。

Approval Document No. for Initiation of Project: 津辰审投备 (2019) 409 号

项目启动批文编号: 津辰审投备 (2019) 409 号

Source of Funds: The Owner Self-raised

资金来源: 发包方自筹

- 
3. Scope of Contracted Works: (Scope of Works)  
合同工程范围：（工程范围）  
All works in respect of the engineering design, procurement (excluding the equipment supplied by Owner) and construction of the Project, including the design, engineering, manufacturing, supply, construction, erection, completion, interconnection, commissioning, testing and deliver of the Project, supported by suitable performance guarantees and bonding. See Appendix 2 (Owner's requirements) for details.  
由适当的履约保证和保函担保的项目工程设计、采购（发包人提供设备除外）和施工方面进行的所有工作，包括设计、工程师、制造、供应、施工、安装、竣工、连接、调试、试验和交付项目。详见附件 2（发包人要求）。
4. Contract Price: Renminbi 2,933,010 , including 9% VAT (in words) (RMB Two million and Nine hundred thirty three thousand and ten).  
合同价款：人民币 2,933,010 元整，含 9% 的增值税。（大写）（人民币 贰佰玖拾叁万叁仟零拾元整）。
5. Contractor's Project Manager: Mr. He Changhui ; Person in charge of Design: Mr. Zhu Yide ; Person in charge of Construction: Mr. He Fengfeng .  
承包人项目经理： 何常辉 ；设计负责人： 朱益德 ；施工负责人： 何峰峰 。
6. Standard and Requirements for Quality of Works: See Appendix 2 (Owner's Requirements).  
工程质量应当符合的标准和要求： 参见附录 2 （发包人要求）
7. The Contractor undertakes to be responsible for design, implementation, completion and defect repair of the Works pursuant to the Contract.  
承包人承诺按合同约定承担工程的设计、实施、竣工及缺陷修复。
8. The Owner undertakes to pay the Contract Price under such conditions, at such time and by such method as agreed in the Contract.  
发包人承诺按合同约定的条件、时间和方式向承包人支付合同价款。
9. The Contractor's projected commencement date: 20<sup>th</sup> Oct. , 2020. The actual commencement date shall be subject to the commencement date set out in the Notice to Proceed. The Construction Period shall be \_\_\_\_\_days during which the project shall reach 100% capacity finished grid connection.  
承包人计划开工时间： 2020 年 10 月 20 日。实际开工日期按照监理人开工通知中载明的开始工作日期为准。工期为 90 天，在此工期内需确保完成全容量并网。
10. For any issue not covered herein, the Parties shall enter into a supplementary agreement. The supplementary agreement shall be an integral part of the Contract.  
合同未尽事宜，双方应另行签订补充协议。补充协议是合同的组成部分。

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Owner: Tianjin Symbior Solar Power Co., Ltd.,

发包人：天津希必奥光伏发电有限公司

(company seal)

（公章）

Legal Representative or its Agent: Mr. TO Man Hong

法人代表或代理人：杜汶康

Date: \_\_\_\_\_

日期：\_\_\_\_\_

Contractor: Suzhou Zhongqi Construction Engineering Co., Ltd.

承包人：苏州市中启建设工程有限公司

(company seal)

（公章）

Legal Representative or its Agent: Mr. Yang PeiJian\_\_\_\_\_

法人代表或代理人 杨培健

(Signature)

（签名）

Date: \_\_\_\_\_

日期 \_\_\_\_\_

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## Section I General Contract Terms

### 第一节 通用合同条款

#### 1. General agreement

一般约定

##### 1.1 Definition of terms

词语定义

The following terms in the General Contract Terms and Special Contract Terms shall have the meanings given in this clause.

通用合同条款、专用合同条款中的下列词语应具有本款所赋予的含义。

##### 1.1.1 Contract

合同

1.1.1.1 Contract Documents (or Contract): refers to the Contract Agreement, Special Contract Terms, General Contract Terms, appendices and other documents that constitute part of the Contract.

合同文件（或称“合同”）：指合同协议书、专用合同条款、通用合同条款、附录以及其它构成合同组成部分的文件。

1.1.1.2 Contract Agreement: refers to the Contract Agreement referred to in Clause 1.5.

合同协议书：指第 1.5 款所指的合同协议书。

1.1.1.6 Owner's Requirements: refers to the document entitled "Owner's Requirements" which constitutes part of the Contract Documents, as included in Appendix 2 (Owner's Requirements), and such amendments or supplements made thereto as covenanted by the Parties to the Contract. Such documents clarify the purpose, scope, design and other technical standards and requirements of the bidding project.

发包人要求：指构成合同文件组成部分的名为“发包人要求”的文件，见附录 2（发包人要求）以及由合同双方约定的对附录 2 所作的修改或补充。上述文件明确了招标项目的目的、范围、设计等技术标准和要求。

1.1.1.7 Price List: refers to a list of prices which is completed by the Contractor according to the specified format and requirements and constitutes part of the Contract Documents.

价格清单：指由承包人按规定的格式和要求的，构成合同文件组成部分的价格清单。

1.1.1.9 Other Contract Documents: refer to other documents confirmed by Contract Parties to constitute part of the Contract Documents.

其它合同文件：是指经双方确认构成合同文件一部分的其它文件。

##### 1.1.2 Contract parties and personnel

合同双方和人员

1.1.2.1 Contract Parties: refer to the Owner and/or the Contractor.

合同双方：指发包人和/或承包人。

1.1.2.2 Owner: refers to the party which signs the Contract Agreement with the Contractor as specified in the Special Contract Terms.

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发包人：指专用合同条款中指明并与承包人在合同协议书中签字的一方。

**1.1.2.3 Contractor:** refers to the party which signs the Contract Agreement with the Owner.

承包人：指与发包人签订合同协议书的一方。

**1.1.2.4 Contractor's Project Manager:** refers to the person designated by the Contractor to perform obligations on behalf of the Contractor.

承包人项目经理：指承包人指定代表承包人履行义务的人员。

**1.1.2.5 Design Director:** refers to the person designated by the Contractor to be responsible for the organization, guidance and coordination of design work and having appropriate qualifications.

设计负责人：指承包人指定负责组织、指导和协调设计工作并具有相应资格的人员。

**1.1.2.6 Construction Director:** refers to the person designated by the Contractor to be responsible for the organization, guidance and coordination of construction work and having appropriate qualifications.

施工负责人：指承包人指定负责组织、指导和协调施工工作并具有相应资格的人员。

**1.1.2.7 Procurement Director:** refers to the person designated by the Contractor to be responsible for the organization, guidance and coordination of procurement work.

采购负责人：指承包人指定负责组织、指导和协调采购工作的人员。

**1.1.2.8 Subcontractor:** refers to the subcontractor who subcontracts certain part of the contract work from the Contractor and signs the subcontract with the Contractor.

分包人：指从承包人处分包合同中某一部分工作、并与其签订分包合同的分包人。

**1.1.2.9 Supervisor:** refers to the legal person or other organization specified in Special Contract Terms and entrusted by the Owner to manage the contract performance. In case of national compulsory supervision, the Supervisor shall have the appropriate supervision qualifications.

监理人：指在专用合同条款中指定的、受发包人委托对合同履行实施管理的法人或其它组织。属于国家强制监理的，监理人应当具有相应的监理资质。

**1.1.2.7 Chief Supervising Engineer:** refers to the sole responsible person entrusted by the Supervisor to manage the contract performance.

总监理工程师：指由监理人委派对合同履行实施管理的全权负责人。

### **1.1.3 Works and equipment**

工程和设备

**1.1.3.1 Works:** refers to Permanent Works and/or Temporary Works.

工程：指永久工程和/或临时工程。

**1.1.3.2 Permanent Works:** refers to the works constructed and handed over to the Contractor according to the Contract, including engineering equipment based on the Owner's Requirements and functional specifications.

永久工程：指按合同约定建造并移交给发包人的工程，包括依据发包人要求及功能规范要求的工程设备。

**1.1.3.3 Temporary Works:** refers to all temporary works constructed to complete the Permanent Works stipulated in the Contract, excluding construction equipment.

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临时工程：指为完成合同约定的永久工程所修建的各类临时性工程，不包括施工设备。

1.1.3.4 Section Works: refers to the Permanent Works which can be separately taken over and used within a specified range as stipulated in the Special Contract Terms.

区段工程：指专用合同条款中指明特定范围内的能单独接收并使用的永久工程。

1.1.3.5 Engineering Equipment: refers to electromechanical equipment, instrumentation, means of delivery and other similar equipment and devices that constitute or are intended to constitute Permanent Works.

工程设备：指构成或计划构成永久工程的机电设备、仪器装置、运载工具及其它类似的设备和装置。

1.1.3.6 Construction Equipment: refers to equipment, utensils and other articles required to complete all the work agreed in the contract, excluding temporary works and materials.

施工设备：指为完成合同约定的各项工作所需的设备、器具和其它物品，不包括临时工程和材料。

1.1.3.7 Temporary Facilities: refer to temporary production and living facilities that serve all the work agreed in the Contract.

临时设施：指为完成合同约定的各项工作所服务的临时性生产和生活设施。

1.1.3.8 Contractor's Equipment: refer to construction equipment provided by the Contractor for the implementation of project.

承包人设备：指承包人为项目实施提供的施工设备。

1.1.3.9 Construction Site (or Site): refers to the site used for the construction of the Works and other places specified in the Contract as part of the construction site, including permanent occupied land and temporary occupied land.

施工场地（或称工地、现场）：指用于合同工程施工的场所，以及在合同中指定作为施工场地组成部分的其它场所，包括永久占地和临时占地。

1.1.3.10 Permanently Occupied Land: refers to the land to be permanently occupied for the implementation of Works as specified in the Special Contract Terms.

永久占地：指专用合同条款中指明为实施合同工程需永久占用的土地。

1.1.3.11 Temporarily Occupied Land: refers to the land to be temporarily occupied for the implementation of contract works as specified in the Special Contract Terms.

临时占地：指专用合同条款中指明为实施合同工程需临时占用的土地。

#### 1.1.4 Date, inspection and completion

日期、检验和竣工

1.1.4.1 Notice to Proceed: refers to the letter in which the Supervisor notifies the Contractor to commence work in accordance with Clause 11.1

.开工通知：指监理人按第 11.1 款通知承包人开始工作的函件。

1.1.4.2 Date of Commencement: refers to the date of commencement stated in the Notice to Proceed issued by the Supervisor in accordance with Clause 11.1.

开工日期：指监理人按第 11.1 款发出的开工通知中写明的开工日期。

1.1.4.3 Construction Period: refers to the period required by the Contractor to complete the Works as agreed in the Contract Agreement, up to the time when the systems' 7\*24 hours commissioning

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is completed successfully, including the changes made under the provisions of Clause 11.3, Clause 11.4 and Clause 11.6.

工期：指根据合同协议书中的约定，发包人要求承包人在截止系统 7\*24 小时试运行成功为止的完成工程的期限，包括按第 11.3 款、第 11.4 款和第 11.6 款约定所作的变更。

1.1.4.4 System's 7\*24 Hours Commissioning: refers to the commissioning of a system for continuous 7\*24 hours which is the test carried out pursuant to the requirements under Clause 18.4 before the Works are accepted by the Owner.

系统 7\*24 小时试运行：指对系统进行连续 7\*24 小时的试运行，即在发包人接收工程之前按照第 18.4 款要求所进行的试验。

1.1.4.5 Warranty Period: refers to the period of time during which the Contractor shall assume a warranty liability for the Works pursuant to the Contract, commencing on the Completion Date.

保修期：指根据合同承包人应当应对工程承担保修责任的期限，从竣工日期开始计算。

1.1.4.6 Completion Date: refers to the date of expiration of the period agreed in Clause 1.1.4.3. The actual completion date shall be subject to the data noted in the acceptance certificate.

竣工日期：指第 1.1.4.3 目约定工期届满时的日期。实际竣工日期以工程接收证书中写明的日期为准。

1.1.4.7 Defect Liability Period: refers to the period for performing the defect liability stipulated in Clause 19.2, and the specific period is specified in the Owner's Requirements, including the extension made under the provisions of Clause 19.3.

缺陷责任期：指履行第 19.2 款约定的缺陷责任的期限，具体期限在发包人要求中明确，包括根据第 19.3 款约定所作的延长。

1.1.4.8 Base Date: refers to the date of the Contract.

基准日期：指合同签署日期。

1.1.4.9 Day: refers to the calendar day, unless otherwise specified in the Contract. If the time is calculated in days in the Contract, the beginning day is not included and the time is calculated from the next day. The deadline for the last day is 24:00 on the day.

天：除特别指明外，指日历天。合同中按天计算时间的，开始当天不计入，从次日开始计算。期限最后一天的截止时间为当天 24:00。

1.1.4.10 Completion Test: refers to the test conducted according to Clause 18.1 before the Completion Acceptance of the Project.

竣工试验：是指在工程竣工验收前，根据第 18.1 款要求进行的试验。

1.1.4.11 Completion Acceptance: refers to the Owner's acceptance according to the Contract after the Contractor's completion of all Works.

竣工验收：指承包人完成了全部合同工作后，发包人按合同要求进行的验收。

1.1.4.12 Post-completion Test: refers to the test conducted according to Clause 18.9 after the completion acceptance of the Project.

竣工后试验：指在工程竣工验收后，根据第 18.9 款约定进行的试验。

1.1.4.13 Governmental Acceptance: refers to the acceptance of the Owner's entire project before formal delivery and put into operation organized by the relevant government departments according to laws, norms, regulations and policy requirements.



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国家验收：指正式交付投运前，政府有关部门根据法律、规范、规程和政策要求，针对发包人全面组织实施的整个工程正式交付投运前的验收。

**1.1.4.14 Grid Connection Date:** refers to the date that the Works is connected to the grid via the transmission line

并网日期：指项目通过连接输电网络而并入电网的日期。

**1.1.5 Contract price and cost**

合同价款和费用

**1.1.5.1 Estimated Contract Price:** refers to the total contract amount stipulated in the Contract Agreement when signing the Contract.

预计合同价款：指签订合同时合同协议书规定的合同总额。

**1.1.5.2 Contract Price:** refers to the amount which the Owner shall pay to the Contractor for the completion of all Works (including those in the Defect Liability Period) as stipulated in the Contract, including alteration and adjustment made according to the Contract during the Contract performance.

合同价款：指承包人按合同约定完成了包括缺陷责任期内的全部承包工作后，发包人应付给承包人的金额，包括在履行合同过程中按合同约定进行的变更和调整。

**1.1.5.3 Expenses:** refers to all reasonable expenses incurred or to be incurred for the Contract performance, including management fees and other expenses that shall be apportioned, but excluding profits.

费用：指为履行合同所发生的或将要发生的所有合理开支，包括管理费和应分摊的其它费用，但不包括利润。

**1.1.5.4 Daywork:** refers to a kind of pricing method adopted for sporadic work which will be paid according to the daywork sub-item in the Contract and its unit price.

计日工：指对零星工作采取的一种计价方式，按合同中的计日工子目及其单价计价付款。

**1.1.5.5 Quality Assurance Deposit:** refers to the amount specified in Paragraph 17.4.1 to ensure the performance of defect repair obligation within the Defect Liability Period.

质量保证金：指按第 17.4.1 项约定用于保证在缺陷责任期内履行缺陷修复义务的金额。

**1.1.6 Others**

其它

**1.1.6.1 Written Form:** refers to Contract Documents, letters, telegrams, faxes, data messages, e-mails, meeting minutes and other forms that can tangibly represent the content.

书面形式：指合同文件、信函、电报、传真、数据电文、电子邮件、会议纪要等可以有形地表现所载内容的形式。

**1.1.6.2 Contractor's Documents:** refer to all drawings, manuals, models, calculations, software and other documents that shall be submitted by the Contractor under the Contract.

承包人文件：指由承包人按照合同要求应提交的所有图纸、手册、模型、计算书、软件和其它文件。

**1.1.6.3 Change:** refers to a change to the Owner's Requirements or works as directed or approved according to the stipulations of Clause 15.

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变更：指根据第 15 条的约定，经指示或批准对发包人要求或工程所做的改变。

## 1.2 Language

语言文字

The languages used in the Contract is English and Chinese. In case that there is any discrepancy between the English version and Chinese version, the English version shall prevail.

合同使用的语言文字为英文和中文。英文和中文版本存在不一致的，以英文版本为准。

## 1.3 Laws

法律

The laws applicable to this Contract include the laws, administrative regulations and departmental rules and regulations of China, as well as local laws and regulations, autonomous regulations, separate regulations and local government rules and regulations where the Project is located.

适用于本合同的法律包括中国法律、行政法规、部门规章，以及工程所在地的地方法规、自治条例、单行条例和地方政府规章。

## 1.4 Priority of Contract Documents

合同文件的优先顺序

All documents that constitute the Contract shall be interpreted and explained according to each other. Except as otherwise provided in the Special Contract Terms, the priority of interpretation of Contract Documents shall be as follows:

组成合同的各项文件应互相解释，互为说明。除专用合同条款另有约定外，解释合同文件的优先顺序如下：

- (1) the documents formed during the execution and performance of the Contract;  
合同签署和实施过程中形成的文件
- (2) the Special Terms of the Contract;  
专用合同条款
- (3) the General Terms of the Contract;  
通用合同条款
- (4) Owner's Requirements  
发包人要求
- (5) the Appendices;  
附录
- (6) the Other Contract Documents.  
其它合同文件

## 1.5 Contract Agreement

合同协议书

The Contractor shall sign the Contract Agreement with the Owner. Except as otherwise stipulated by law or stipulated in the Contract, the Contract shall be effective after the legal representatives or the authorized representatives of the Owner and the Contractor have signed and stamped the

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company seal on the Contract. This Contract Agreement is made in six copies, and each party holds three copies.

承包人应与发包人签订合同协议书。除法律另有规定或合同另有约定外，发包人和承包人的法定代表人或授权代表在合同协议书上签字并加盖公章后，合同生效。本合同一式陆份，双方各执叁份。

#### **1.6 Provision and maintenance of documents**

文件的提供和照管

##### **1.6.1 Provision of the Contractor's Documents**

文件的提供

Unless otherwise stipulated in the Special Contract Terms, the Contractor shall, within a reasonable period of time, provide the Supervisor with the Contractor's Documents in the quantity agreed in the Contract. Where the Contractor's Documents shall be approved as agreed in the Contract, the Supervisor shall approve within the time limit stipulated in the Contract. The Contractor's design documents shall be provided and reviewed according to the provisions of Clause 5.3 and Clause 5.5.

除专用合同条款另有约定外，承包人应在合理的期限内按照合同约定的数量向监理人提供承包人文件。合同约定承包人文件应批准的，监理人应在合同约定的期限内批复。承包人的设计文件的提供和审查按第 5.3 款和第 5.5 款的约定执行。

##### **1.6.2 Documents provided by the Owner**

发包人提供的文件

The Owner shall submit documents required by the Special Contract Terms, including documents related to the preliminary work, environmental protection, meteorological hydrology, geological conditions, etc., to the Contractor according to the agreed quantity and term. In case of delays in Construction Period due to the Owner's failure to provide documents on time, the provisions of Clause 11.3 shall apply.

按专用合同条款约定由发包人提供的文件，包括前期工作相关文件、环境保护、气象水文、地质条件等，发包人应按约定的数量和期限交给承包人。由于发包人未按时提供文件造成工期延误的，按第 11.3 款约定执行。

##### **1.6.3 Document error notification**

文件错误的通知

Any party shall timely inform the other party of any obvious error or omission discovered in the documents.

如任何一方发现文件中存在明显错误或疏忽，应及时通知另一方。

##### **1.6.4 Maintenance of documents**

文件的照管

The Contractor shall keep at the Site a copy of the Contract, all documents listed in the Owner's Requirements, the Contractor's Documents, alterations and other correspondence sent and received under the Contract. The Owner shall be entitled to access and use all of the above documents at any reasonable time.

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承包人应在施工现场保留一份合同、发包人要求中列出的所有文件、承包人文件、变更以及其它根据合同收发的往来信函。发包人有权在任何合理的时间查阅和使用上述所有文件。

## 1.7 Liaison

### 联络

1.7.1 All notices, approvals, proofs, certificates, instructions, requirements, requests, consents, opinions, confirmations and decisions related to the Contract shall be in writing.

与合同有关的通知、批准、证明、证书、指示、要求、请求、同意、意见、确定和决定等，均应采用书面形式。

1.7.2 Notices, approvals, proofs, certificates, instructions, requirements, requests, consents, opinions, confirmations, decisions and other correspondences in Clause 1.7.1 shall be delivered to the designated address and receiver within the time limit agreed in the Contract and the receipt procedures shall be handled.

第 1.7.1 项中的通知、批准、证明、证书、指示、要求、请求、同意、意见、确定和决定等来往函件，均应在合同约定的期限内送达指定的地点和指定的接收人，并办理签收手续。

## 1.8 Transfer

### 转让

Unless otherwise agreed in the Contract, the Owner shall not transfer the contractual rights and obligations in whole or in part to a third party without the consent of the Contractor, which consent shall not be unreasonably withheld. Without prejudice to the foregoing, the Owner may assign any right, interest or entitlement under the Contract for the financing or refinancing of the Project upon giving written notice to the Contractor.

除合同另有约定外，未经承包人同意（承包人不得无理由拒绝同意），发包人不得将合同权利全部或部分转让给第三方，也不得全部或部分转让合同义务，承包人不得无理由拒绝同意权利或义务的转让。在不损害上述规定的情况下，如出于为项目融资或再融资的目的，发包人在向承包人发出书面通知之后，可以将合同项下的任何权利、利益或授权进行转让。

The Contractor shall not transfer the contractual rights and obligations in whole or in part to a third party, except as otherwise stipulated by law.

承包人不得将合同权利和义务全部或部分转让给第三方，也不得将合同的义务全部或部分转让给第三方，法律另有规定的除外。

## 1.9 No bribery

### 严禁贿赂

The Contract Parties to the Contract shall not seek improper benefits or damage the rights and interests of the other party through bribes or disguised bribes. If a bribery causes the loss to other party, the briber shall compensate for the loss and bear the corresponding legal liability.

合同双方当事人不得以贿赂或变相贿赂的方式，谋取不当利益或损害对方权益。因贿赂造成对方损失的，行为人应赔偿损失，并承担相应的法律责任。

## 1.10 Fossils and cultural relics (Not Applicable)

### 化石、文物（不适用）

1.10.1 All cultural relics, monuments and other relics, fossils, coins or Clauses with geological

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research or archaeological value unearthed at the Construction Site shall belong to the state. Once the above cultural relics are found, the Contractor shall take effective and reasonable protection measures to prevent any person from moving or damaging the aforesaid Clauses, report immediately to the local administrative department of cultural relics and notify the Supervisor and the Owner at the same time. The Owner, Supervisor and Contractor shall take proper protective measures according to the requirements of the administrative department of cultural relics, and the resulting additional costs and/or delays in Construction Period shall be borne by the Owner.

在施工现场发掘的所有文物、古迹以及具有地质研究或考古价值的其它遗迹、化石、钱币或物品属于国家所有。一旦发现上述文物，承包人应采取有效合理的保护措施，防止任何人员移动或损坏上述物品，并立即报告当地文物行政部门，同时通知监理人和发包人。发包人、监理人和承包人应按文物行政部门要求采取妥善保护措施，由此导致费用增加和/或工期延误由发包人承担。

**1.10.2 If the Contractor does not timely report or conceal the cultural relics discovered, which results in the loss or damage of the cultural relics, the Contractor shall compensate the loss and bear the corresponding legal liability.**

承包人发现文物后不及时报告或隐瞒不报，致使文物丢失或损坏的，应赔偿损失，并承担相应的法律责任。

#### **1.11 Intellectual property right**

知识产权

**1.11.1 Except as otherwise provided in the Special Contract Terms, the design work completed by the Contractor, copyrights other than the right of authorship shall be jointly owned by the Owner and the Contractor. Such intellectual property rights can be used by Owner and the Contractor together without any limitation and permission by both parties.**

除专用合同条款另有约定外，承包人完成的设计作品，除署名权以外的著作权均归发包人和承包人共同享有。该等知识产权可由发包人和承包人共同使用，无任何限制也无需双方许可。

**1.11.2 The Contractor shall assume the responsibility for its infringement on patent rights or other intellectual property rights in the design and the use of any material, the Contractor's Equipment, Engineering Equipment or construction technology.**

承包人在进行设计，及使用任何材料、承包人设备、工程设备或采用施工工艺时，因侵犯专利权或其它知识产权所引起的责任，由承包人承担。

**1.11.3 The royalty for patented technologies used by the Contractor in the bidding documents shall be included in the bid price.**

承包人在投标文件中采用专利技术的，专利技术的使用费包含在投标报价内。

**1.11.4 The Contractor shall indemnify and keep indemnified and hold harmless the Owner and the Owner's related companies from and against all claims, liability, loss, damage, costs and expenses (including but not limited to legal costs on an indemnity basis) arising out of its infringement on patent rights or other intellectual property rights in the design and the use of any material, the Contractor's Equipment, Engineering Equipment or construction technology, only if the Owner 1) has notified the Contractor within 10 days after written notice from any third party in writing of the claims asserted by the third party; 2) has not acknowledged an infringement; and 3) authorize the Contractor to defend against and/or reach a settlement with the third party**

承包人应赔偿并保护发包人及其关联公司免于承担因在其设计和使用任何材料、承包人设备、工程设

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备或施工技术中侵犯专利权或者其它知识产权而产生的一切索赔、责任、损失、损害、费用和开支（包括但不限于按弥偿基准的法律费用），承包人承担前述义务的前提是：1）发包人应在第三方提出主张后 10 天内书面通知卖方，2）发包人未曾对侵权进行任何形式的承认，3）发包人授权承包人采取抗辩和/或与第三方和解。

#### 1.12 Confidentiality of document and information

文件及信息的保密

Without the consent of the other party, no party shall disclose the related documents, technical secrets and confidential material or information to others or publish or quote publicly.

未经对方同意，任何一方不得将有关文件、技术秘密、保密资料和信息泄露给他人或公开发表与引用。

#### 1.13 Error in the Owner's Requirements

发包人要求中的错误

1.13.1 The Contractor shall be deemed to have scrutinized, prior to the Base Date, the Owner's Requirements (including design criteria and calculations, if any). The Contractor shall be responsible for the design of the Works and for the accuracy of such Owner's Requirements (including design criteria and calculations), except as stated below.

承包人应被视为已在基准日期之前仔细阅读了发包人要求（包括设计标准和计算，如有）。除下述约定外，承包人应对工程设计和发包人要求（包括设计标准和计算）的准确性负责。

1.13.2 The Owner shall not be responsible for any error, inaccuracy or omission of any kind in the Owner's Requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below. Any data or information received by the Contractor, from the Owner or otherwise, shall not relieve the Contractor from his responsibility for the design and execution of the Works.

对于合同中原有的发包人要求出现的任何错误、不准确或者遗漏，发包人概不承担任何责任；除非如下文所述，发包人也不应被视为已就数据或信息的准确性或完整性给出过任何陈述。承包人从发包人或其它方面收到的任何数据或信息，均不得免除承包人对工程设计和施工所应承担的责任。

1.13.3 The Owner shall be responsible for the correctness of the following portions of the Owner's Requirements and of the following data and information provided by (or on behalf of) the Owner:

发包人应对发包人要求的以下部分和发包人（或代表发包人）提供的以下数据和信息的正确性负责：

- 1) portions, data and information which are stated in the Contract as being immutable or the responsibility of the Owner,  
在合同中声明为不会变动的部分、数据和信息或发包人责任，
- 2) definitions of intended purposes of the Works or any parts thereof,  
工程或其任何部分的预期用途的定义，
- 3) criteria for the testing and performance of the completed Works, and  
竣工工程的试验和性能标准，以及
- 4) portions, data and information which cannot be verified by the Contractor, except as otherwise stated in the Contract.  
除合同另有规定外，承包人无法验证的部分、数据和信息。

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#### 1.14 Violation of laws of the Owner's Requirements

##### 发包人要求违法

If the Owner's Requirements violate the law, the Contractor shall use reasonable efforts to inform the Owner of such violation in writing and ask for correction. If the Contractor fails to use reasonable efforts to inform the Owner of such violation, the Contractor shall bear all the losses caused thereby to it.

发包人要求违反法律规定的，承包人尽合理努力书面通知发包人，并要求其改正。如果承包人未能尽合理努力书面通知发包人，由此造成的一切损失由承包人承担。

#### 1.15 Severability

##### 可分割性

If any one or more of the provisions contained in the Contract shall be invalid, illegal or unenforceable in any respect under any applicable Laws, the validity, legality and enforceability of the remaining provisions contained in the Contract shall not in any way be affected or impaired.

如果合同所包含的任何一项或多项条款对于任何适用的法律应属无效、非法或者不可强制执行，合同其余条款的有效性、合法性和可强制执行性不会以任何方式受到影响或损害。

### 2. Owner's obligation

#### 发包人义务

#### 2.1 Abide by the law

##### 遵守法律

The Owner shall abide by the law during the contract performance and ensure to exempt the Contractor from any liability arising out of the violation of laws by the Owner.

发包人在履行合同过程中应遵守法律，并保证承包人免于承担因发包人违反法律而引起的任何责任。

#### 2.2 Issue the Notice to Proceed to the Contractor

##### 向承包人发出开工通知

The Owner shall authorize the Supervisor to issue the Notice to Proceed to the Contractor according to the provisions of Clause 11.1.

发包人应授权监理人按第 11.1 款的约定向承包人发出开始工作通知。

#### 2.3 Provide construction site

##### 提供施工场地

The Owner shall provide the Contractor with the Construction Site with the entry conditions for construction according to the Special Contract Terms, and clearly determine the handover interface with the Contractor.

发包人应按专用合同条款约定向承包人提供施工场地及进场施工条件，并明确与承包人的交接界面。

#### 2.4 Apply for certificates and approvals

##### 办理证件和批件

The Contractor shall be responsible for handling all government procedures in respect of the project approval, engendering, procurement and construction of the Project. The Owner shall use its best endeavor to provide the Contractor with necessary assistance.

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承包人负责办理与项目审批、立项、采购和施工相关的一切政府手续。发包人应尽最大努力为承包人提供必要的协助。

## **2.5 Payment of the Contract Price**

### **支付合同价款**

The Owner shall pay the Contract Price to the Contractor timely according to the Contract. The provisions on the project payment guarantee in the Special Contract Terms, if any, shall be abided by.

发包人应按合同约定向承包人及时支付合同价款。专用合同条款对工程款支付担保有约定的，从其约定。

## **2.6 Organization of Completion Acceptance**

### **组织竣工验收**

The Owner shall timely organize the Completion Acceptance according to the Contract.

发包人应按合同约定及时组织竣工验收。

## **2.7 Other obligations**

### **其它义务**

The Owner shall perform other obligations as agreed in the Contract.

发包人应履行合同约定的其它义务。

## **3. Supervisor**

### **监理人**

### **3.1 Supervisor's duties and powers**

#### **监理人的职责和权力**

3.1.1 The Supervisor is commissioned by the Owner to enjoy the authorities agreed in the Contract, and any instruction issued by the Supervisor shall be deemed to have been approved by the Owner. Any authority of the Supervisor which needs the Owner's prior approval before the exercise thereof and is not specified in the General Contract Terms shall be specified in the Special Contract Terms. 监理人受发包人委托，享有合同约定的权力，其所发出的任何指示应视为已得到发包人的批准。监理人在行使某项权力前需要经发包人批准而通用合同条款没有指明的，应在专用合同条款中指明。

3.1.2 The Contractor's obligations and responsibilities as agreed in the Contract shall not be relieved or discharged due to the Supervisor's review or approval of the Contractor's Documents, inspection and examination of works, materials and Engineering Equipment, instructions made to implement the supervision and other job activities.

合同约定应由承包人承担的义务和责任，不因监理人对承包人文件的审查或批准，对工程、材料和工程设备的检查和检验，以及为实施监理所作指示等职务行为而减轻或解除。

### **3.2 Chief Supervising Engineer**

#### **总监理工程师**

The Owner shall notify the Contractor of the appointment of the Chief Supervising Engineer before issuing the Notice to Proceed. When the Chief Supervising Engineer is replaced, the Contractor shall be informed 14 days in advance. If the Chief Supervising Engineer fails to perform his duties



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for more than 2 days, a representative shall be appointed to perform his duties and the Contractor shall be informed.

发包人应在发出开工通知前将总监理工程师的任命通知承包人。总监理工程师更换时，应提前 14 天通知承包人。总监理工程师超过 2 天不能履行职责的，应委派代表代行其职责，并通知承包人。

### 3.3 Supervision personnel

#### 监理人员

3.3.1 The Chief Supervising Engineer may authorize other supervision personnel to perform one or more of the supervision tasks. The Chief Supervising Engineer shall notify the Contractor of the name and scope of authority of the supervision personnel. The instructions given by the authorized supervision personnel within the scope of authority shall be deemed to have been agreed by the Chief Supervising Engineer and shall have the same effect as those issued by the Chief Supervising Engineer. When the Chief Supervising Engineer revokes an authorization, the decision of authorization revocation shall be promptly notified to the Owner and the Contractor.

总监理工程师可以授权其它监理人员负责执行其指派的一项或多项监理工作。总监理工程师应将被授权监理人员的姓名及其授权范围通知承包人。被授权的监理人员在授权范围内发出的指示视为已得到总监理工程师的同意，与总监理工程师发出的指示具有同等效力。总监理工程师撤销某项授权时，应将撤销授权的决定及时通知发包人和承包人。

3.3.2 If the supervision personnel authorized by the Chief Supervising Engineer fails to propose negative opinions on the Contractor's Documents, works or materials or Engineering Equipment within the agreed or reasonable deadline, such supervision personnel shall be deemed as having given the consent, but the supervision personnel's right to refuse the work, works, materials or Engineering Equipment later will not be affected. The supervision personnel's refusal shall comply with the provisions of the law and the Contract.

总监理工程师授权的监理人员对承包人文件、工程、材料或工程设备未在约定的或合理的期限内提出否定意见的，视为已给予批准，但不影响监理人在以后拒绝该项工作、工程、材料或工程设备的权利。监理人的拒绝应当符合法律规定和合同约定。

3.3.3 If the Contractor has any doubt about the instructions given by the supervision personnel authorized by the Chief Supervising Engineer, the Contractor shall submit a written objection to the Chief Supervising Engineer within 48 hours after the issuance of instructions. The Chief Supervising Engineer shall confirm, change or cancel the instruction within 48 hours.

承包人对总监理工程师授权的监理人员发出的指示有疑问的，可在该指示发出的 48 小时内向总监理工程师提出书面异议。总监理工程师应在 48 小时内对该指示予以确认、更改或撤销。

3.3.4 Unless otherwise stipulated in the Special Contract Terms, the Chief Supervising Engineer shall not authorize or delegate the determination authority which shall be exercised by the Chief Supervising Engineer as stipulated in Clause 3.5 to other supervision personnel.

除专用合同条款另有约定外，总监理工程师不应将第 3.5 款约定应由总监理工程师作出确定的权力授权或委托给其它监理人员。

### 3.4 Supervisor's instructions

#### 监理人的指示

3.4.1 The Supervisor shall give instructions to the Contractor according to the stipulations of Clause 3.1. The Supervisor's instructions shall be stamped with the project management body's seal

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authorized by the Supervisor and signed by the Chief Supervising Engineer or the supervision personnel authorized by the Chief Supervising Engineer.

监理人应按第 3.1 款的约定向承包人发出指示。监理人的指示应盖有监理人授权的项目管理机构章，并由总监理工程师或总监理工程师授权的监理人员签字。

3.4.2 The Contractor shall follow the instructions given by the Supervisor. Instructions constituting a Change shall be implemented in accordance with Clause 15.

承包人应遵守执行监理人作出的指示。指示构成变更的，应按第 15 条执行。

3.4.3 In case of emergency, the Chief Supervising Engineer or the supervision personnel authorized by the Chief Supervising Engineer may issue a temporary written instruction on the Site which shall be followed by the Contractor. The Supervisor shall issue a written confirmation letter within 24 hours after the issuance of temporary written instruction. If the Supervisor fails to issue a written confirmation letter within 24 hours, the temporary written instruction shall be regarded as the Supervisor's formal instruction.

在紧急情况下，总监理工程师或其授权的监理人员可在现场签发临时书面指示，承包人应遵照执行。监理应在临时书面指示发出后 24 小时内发出书面确认函。监理人在 24 小时内未发出书面确认函的，该临时书面指示应被视为监理人的正式指示。

3.4.4 Unless otherwise agreed in the Contract, the Contractor shall only obtain instructions from the Chief Supervising Engineer or the supervision personnel authorized according to Paragraph 3.3.1.

除合同另有约定外，承包人只从总监理工程师或按第 3.3.1 项被授权的监理人员处取得指示。

3.4.5 The Owner shall bear the Contractor's additional costs and/or delays in Construction Period due to the Supervisor's failure to issue instructions as agreed in the contract, delay in instructions or errors in instructions, and shall pay a reasonable profit to the Contractor.

由于监理人未能按合同约定发出指示、指示延误或指示错误而导致承包人费用增加和/或工期延误的，发包人应承担由此增加的费用和/或工期延误，并向承包人支付合理利润。

### 3.5 Agreement or determination

商定或确定

3.5.1 Where the Chief Supervising Engineer shall make an agreement or determination of any matter under the Contract, the Chief Supervising Engineer shall negotiate with the contracting parties to reach an agreement as far as possible.

合同约定总监理工程师应按照本款对任何事项进行商定或确定时，总监理工程师应与合同双方协商，尽量达成一致。

3.5.2 The Chief Supervising Engineer shall notify the contracting parties of the agreed or determined matters with detailed evidence. Objections to the Chief Supervising Engineer's determination shall constitute a dispute which be dealt with according to Article 24. Before the dispute is resolved, the parties shall temporarily implement the Chief Supervising Engineer's determination. If a change to the Chief Supervising Engineer's determination is made according to Article 24, the revised results shall be implemented and the Contractor's resulting additional costs and/or delays in Construction Period shall be borne by the Owner.

总监理工程师应将商定或确定的事项通知合同双方，并附详细依据。对总监理工程师的确定有异议的，构成争议，按照第 24 条的约定处理。按照第 24 条的约定对总监理工程师的确定作出修改的，按修改后的结果执行，由此导致承包人增加的费用和/或延误的工期由发包人承担。

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## 4. Contractor

承包人

### 4.1 General obligations of the Contractor

承包人的一般义务

#### 4.1.1 To abide by the law

遵守法律

The Contractor shall abide by the law during the Contract performance and ensure to exempt the Owner from any liability arising out of the violation of laws by the Contractor.

承包人在履行合同过程中应遵守法律，并保证发包人免于承担因承包人违反法律而引起的任何责任。

#### 4.1.2 To pay taxes according to law

依法纳税

The Contractor shall pay all taxes according to the relevant laws and regulations and the taxes payable shall be included in the Contract Price.

承包人应按有关法律规定纳税，应缴纳的税金包括在合同价款内。

#### 4.1.3 To complete the contract work

完成各项承包工作

The Contractor shall, according to the stipulations in the Contract and the instructions given by the Supervisor under Clause 3.4, complete all the work agreed in the Contract and rectify, perfect and repair any defects in the work to achieve the purpose agreed in the Contract. Unless otherwise stipulated in the Special Contract Terms, the Contractor shall provide Engineering Equipment and the Contractor's Documents stipulated in the contract and labors, materials, Construction Equipment and other Clauses necessary to complete the contracting work, and shall be responsible for the design, construction, operation, maintenance, management and dismantling of temporary facilities as agreed in the Contract.

承包人应按合同约定以及监理人根据第 3.4 款作出的指示，完成合同约定的全部工作，并对工作中的任何缺陷进行整改、完善和修补，使其满足合同约定的目的。除专用合同条款另有约定外，承包人应提供合同约定的工程设备和承包人文件，以及为完成合同工作所需的劳务、材料、施工设备和其它物品，并按合同约定负责临时设施的设计、施工、运行、维护、管理和拆除。

Contract Parties acknowledge that the Contractor must perform all such work and supply all such materials, services and equipment as being required for the proper performance of the Works.

合同双方认可：承包人应实施或提供合同中提及的适当履行工程所需的所有工作、以及材料、服务和设备。

The Contractor is responsible for application & obtaining the project filling approval, grid-connection approval and other necessary approvals required for the construction. Both Parties agree that the Contractor shall obtain the project filing approval before 20<sup>th</sup> Oct. 2020, if the Contractor fails to obtain it within the above agreed time, the contract will be terminated after the Owner sends written notice to Contractor and no fault liability for either party. The Contractor shall obtain all other approvals required and finish grid connection within the construction period stipulated in the Contract; If the Contractor fails to obtain all approvals required or finish grid connection within the construction period, the delay terms of this Contract shall apply.

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承包人负责申请和获得本项目的备案批复、电网接入批复及项目建设所需的其他全部批复。双方认可，承包人应在 2020 年 10 月 20 日之前完成项目备案批复，如果承包人未能在上述约定日期内取得备案批复，发包人向承包人发出书面通知后合同终止，双方互不违约；承包人应在合同约定工期内获得其他所有批复及完成项目并网，若承包人未能在合同约定工期内获得所有批复或完成项目并网，则按合同中工期延误相关条款执行。

#### **4.1.4 Responsible for the completeness of design, construction operation, construction method and works**

对设计、施工作业、施工方法以及工程的完备性负责

The Contractor shall formulate the organization and implementation plan of the design and construction according to the work contents and schedule requirements as agreed in the Contract and shall be responsible for the completeness, safety and reliability of all designs, construction operations, construction methods and works.

承包人应按合同约定的工作内容和进度要求，编制设计、施工的组织 and 实施计划，并对所有设计、施工作业和施工方法，以及全部工程的完备性、安全性和可靠性负责。

#### **4.1.5 To ensure the safety of construction and personnel**

保证工程施工和人员的安全

The Contractor shall adopt construction safety precaution measures stipulated in Clause 10.2 to ensure the safety of works, personnel, materials, equipment and facilities and prevent the personal injury and property damage caused by engineering construction as approved by the Supervisor.

承包人应按第 10.2 款约定，依据监理人的批复，采取施工安全措施，确保工程及其人员、材料、设备和设施的安全，防止因工程施工造成的人身伤害和财产损失。

#### **4.1.6 Responsible for the protection of Construction Site and its surrounding environment and ecology**

负责施工场地及其周边环境与生态的保护工作

The Contractor shall be responsible for the protection of Construction Site and its surrounding environment and ecology as stipulated in Clause 10.4 as approved by the Supervisor.

承包人应按照第 10.4 款约定，依据监理人的批复，负责施工场地及其周边环境与生态的保护工作。

#### **4.1.7 To avoid the damage of construction to the interests of the public and others**

避免施工对公众与他人的利益造成损害

During the implementation of the Works agreed in the Contract, the Contractor shall not infringe on the right of the Owner and others to use public facilities such as public roads, water sources and municipal public pipelines and shall avoid any interference with adjacent public facilities. The Contractor who occupies or use others' Construction Site and affects others' work or life shall bear the corresponding liability.

承包人在实施合同约定的工程时，不得侵害发包人与他人使用公用道路、水源、市政管网等公共设施的权利，避免对邻近的公共设施产生干扰。承包人占用或使用他人的施工场地，影响他人作业或生活的，应承担相应责任。

#### **4.1.8 To provide convenience for others**

为他人提供方便

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The Contractor shall, according to the instructions of the Supervisor, provide possible conditions for other persons to carry out other work related to the Project on or near the Construction Site. Unless otherwise provided in the Contract, the contents and possible costs incurred by providing related conditions shall be agreed or determined by the Supervisor pursuant to Clause 3.5.

承包人应按监理人的指示为其他人在施工场地或附近实施与项目有关的其它各项工作提供可能的条件。除合同另有约定外，提供有关条件的内容和可能发生的费用，由监理人按第 3.5 款商定或确定。

#### 4.1.9 Engineering maintenance and maintenance

工程的维护和照管

The Contractor shall be responsible for taking care and maintenance of the Works before the issuance of acceptance certificate. If some works are remained uncompleted when the acceptance certificate is issued, the Contractor shall also be responsible for taking care and maintenance of uncompleted works until the handover to the Owner after completion.

The Owner will start business negotiation with the Contractor about the O&M contract for the Project within one(1) month before the Project is ready for grid connection. On the premise of consensus, both Parties shall sign the O&M contract before the grid connection date which shall be effective after the Project passes 7\*24 fault-free commissioning.

工程接收证书颁发前，承包人应负责照管和维护工程。工程接收证书颁发时尚有部分未竣工工程的，承包人还应负责该未竣工工程的照管和维护工作，直至竣工后移交给发包人。

本项目预计具备并网条件之前一个月内，发包人将就后续项目委托运维合同与承包人启动商务谈判，以磋商一致为前提，双方将于正式并网之日前签署基于本项目的运维合同，并于本项目 7\*24 试运行无故障完成之日起生效。

#### 4.1.10 Other obligations

其它义务

The Contractor shall perform other obligations as agreed in the Contract.

承包人应履行合同约定的其它义务。

#### 4.2 Performance guarantee (Not applicable for this contract)

履约保函 (本合同不适用)

4.2.1 The Contractor shall ensure that its performance guarantee remains in force until the Owner issues the acceptance certificate. The Owner shall return the advance payment guarantee to the Contractor within 28 days after the acceptance certificate is issued and the Contractor has submitted the Quality Assurance Guarantee. If the Post-completion Test is required, the Contractor shall ensure that the performance Guarantee remains in force until the completion of Post-completion Test and the Owner shall return the advanced payment guarantee to the Contractor within 7 days after the Completion Acceptance. Subject to 4.2.2 the validity period of the performance guarantee is 6 months.

承包人应确保履约保函在发包人颁发工程接收证书前一直有效。发包人应在工程接收证书颁发且承包人提交质保金保函后 28 天内将履约保函退还给承包人。需进行竣工后试验的，承包人应保证其履约保函在竣工后试验通过前一直有效，发包人应在通过竣工验收后 7 天内将履约保函退还给承包人。在不违反 4.2.2 项的前提下，履约保函的有效期为 6 个月。

4.2.2 If the Project is delayed for any reason not attributable to the Owner, the Contractor shall be

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obliged to continue to provide performance guarantee for the period of delay. The period of delay shall be confirmed in line with this Contract by both parties.

不因发包人原因造成工程发生延期的，承包人有义务继续对延期部分提供履约保函。双方因按照本合同要求确认延期时间。

#### 4.3 Subcontract and no assignment

分包和不得转包

4.3.1 The Contractor shall not assign all the Works to a third party, or divide all the Works and assign to a third party in the name of subcontracting.

承包人不得将其承包的全部工程转包给第三方，也不得将其承包的全部工程分解后以“分包”的名义分别转包给第三方。

4.3.2 The Contractor shall not subcontract the principal and critical design and construction works to a third party. Unless otherwise agreed in the Special Contract Terms, the Contractor shall not subcontract any non-principal and non-critical works to a third party without the consent of the Owner.

承包人不得将设计和施工的主体、关键性工作分包给第三方。除专用合同条款另有约定外，未经发包人同意，承包人也不得将非主体、非关键性工作分包给第三方。

4.3.3 The Subcontractor's qualifications shall be commensurate with the standards and scale of the subcontracted work. The contractor shall provide the qualification documents of the subcontractors to the Owner for approval in advance, the Owner has the right to refuse any subcontractor whose qualification has not been approved by the Owner.

分包人的资质应与其分包工作的标准和规模相适应。承包人需提前提供分包人的资质文件供发包人审核确认，发包人有权拒绝未获得发包人批复的分包人。

4.3.4 Where the Owner agrees that the Contractor may subcontract the Works, the Contractor shall submit a copy of the subcontract to the Owner and the Supervisor for approval, not unreasonably to be withheld.

发包人同意承包人分包工程的，承包人应向发包人和监理人提交分包合同副本获得批复，发包人和监理人不得无理由拒绝批复。

#### 4.4 Consortium (NOT USED)

联合体（不作使用）

#### 4.5 Contractor's Project Manager

承包人项目经理

4.5.1 The Contractor shall assign the Project Manager according to the Contract Agreement and the Project Manager shall take office within the agreed time limit. The Contractor shall obtain the prior consent of the Owner before replacing the Project Manager and submit the name and detailed information of the Project Manager to the Owner and the Supervisor at least 14 Days before the replacement. If the Contractor's Project Manager fails to perform his duties within 2 Days, he shall obtain the Supervisor's prior consent and appoint a representative to perform his duties on his behalf.

承包人应按合同协议书的约定指派项目经理，项目经理应在约定的期限内到职。承包人更换项目经理应事先征得发包人同意，并应在更换前至少 14 天前将拟更换的项目经理的姓名和详细资料提交发包

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人和监理人。承包人项目经理 2 天内不能履行职责的，应事先征得监理人同意，并委派代表代行其职责。

4.5.2 The Contractor's Project Manager shall be responsible for organizing the implementation of contract work according to the Contract and the instructions given by the Supervisor under Clause 3.4. If it is impossible to get in touch with the Supervisor under emergency, the Contractor's Project Manager may take emergency measures to ensure the life and property safety of the Work and personnel and submit a written report to the Supervisor within 24 hours after taking such measures. 承包人项目经理应按合同约定以及监理人按第 3.4 款作出的指示，负责组织合同工作的实施。在情况紧急且无法与监理人取得联系时，可采取保证工程和人员生命财产安全的紧急措施，并在采取措施后 24 小时内向监理人提交书面报告。

4.5.3 All letters issued by the Contractor for the performance of Contract shall be stamped with the Contractor's company seal or signed by the Contractor's Project Manager.

承包人为履行合同发出的一切函件均应盖有承包人公章或由承包人项目经理签字。

4.5.4 The Contractor's Project Manager may authorize its subordinates to perform certain duties, but the name and scope of authorities of such personnel shall be notified in writing to the Contractor and the Supervisor in advance.

承包人项目经理可以授权其下属人员履行其某项职责，但事先应将这些人员的姓名和授权范围书面通知发包人和监理人。

#### 4.6 Management of the Contractor's personnel

承包人人员的管理

4.6.1 The Contractor shall, within **【15】** Days from the date of signing of this Contract, submit to the Supervisor a report of the Contractor's project management body and personnel arrangement, which shall include the composition of project management body, list and qualifications of technical and management personnel of major posts, and arrangement of designers and skilled workers. Main management personnel and technical personnel arranged by the Contractor shall be relatively stable. The replacement of main management personnel and technical personnel shall be agreed by the Supervisor and the qualifications, management experience and other information of successors shall be submitted to the Supervisor. The replacement of Project Manager shall be conducted according to Clause 4.5 of this Chapter.

承包人应在接到合同签署之日起**【15】**天内，向监理人提交有关承包人的项目管理机构以及人员安排的报告，其内容应包括项目管理机构的设置、各主要岗位的技术和管理人员名单及其资格、以及设计人员和各工种技术工人的安排状况。承包人安排的主要管理人员和技术人员应相对稳定。更换主要管理人员和技术人员的，应取得监理人的同意，并向监理人提交继任人员的资格、管理经验等资料。项目经理的更换，应按照本章第 4.5 款规定执行。

4.6.2 The main management personnel arranged by the Contractor include the Project Manager, Design Director, Construction Director, Procurement Director and full-time quality and safety production management personnel. The technical personnel include designers, architects, civil engineers, equipment engineers, constructors, etc.

承包人安排的主要管理人员包括项目经理、设计负责人、施工负责人、采购负责人以及专职质量、安全生产管理人员等。技术人员包括设计师、建筑师、土木工程师、设备工程师、建造师等。

4.6.3 The Contractor's designer shall have the qualifications stipulated in the state regulations and

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**Owner's Requirements and the necessary experience and ability to carry out the design.**

承包人的设计人员应由具有国家规定和发包人要求中约定的资格，并具有从事设计所必需的经验与能力。

The Contractor shall ensure that the designer (including the subcontractor's designer) timely participate in the working meeting organized by the Owner or its entrusted Supervisor at any time during the contract term.

承包人应保证其设计人员（包括分包人的设计人员）在合同期限内的任何时候，都能按时参加发包人或其委托的监理人组织的工作会议。

**4.6.4 The staff to be employed with certificate as stipulated by national regulations must have the appropriate qualifications and the Supervisor shall be entitled to check at any time. The Supervisor may conduct on-site examination when it considers necessary.**

国家规定应当持证上岗的工作人员均应持有相应的资格证明，监理人有权随时检查。监理人认为有必要时，可进行现场考核。

**4.6.5 Unless otherwise provided by the Special Contract Terms, the Contractor's main construction management personnel who leave the Construction Site for more than 3 consecutive days shall obtain the Supervisor's prior consent. If the Contractor changes the Project Manager or main construction management personnel without authorization or the afore mentioned personnel leave the Construction Site for more than 3 consecutive Days without the Supervisor's permission, the Contractor shall bear the liability for breach of contract according to the Special Contract Terms.**

除专用合同条款另有约定外，承包人的主要施工管理人员离开施工现场连续超过 3 天的，应事先征得监理人同意。承包人擅自更换项目经理或主要施工管理人员，或前述人员未经监理人许可擅自离开施工现场连续超过 3 天的，承包人应按照专用合同条款约定承担违约责任。

#### **4.7 Replacement of the Contractor's Project Manager and other personnel**

撤换承包人项目经理和其他人员

The Contractor shall manage the Project Manager and other personnel effectively. If the Supervisor requests to replace the Project Manager and other personnel of the Contractor due to their incompetence, misconduct or negligence, the Contractor shall replace such person within 15 Days from such request by the Supervisor.

承包人应对其项目经理和其他人员进行有效管理。监理人要求撤换不能胜任本职工作、行为不端或玩忽职守的承包人项目经理和其他人员的，承包人应在收到监理人提出的上述要求之日起 15 天内予以撤换。

#### **4.8 Guarantee the legitimate rights and interests of the Contractor's personnel**

保障承包人人员的合法权益

**4.8.1 Except as otherwise stated in the Owner's Requirements, the Contractor shall make arrangements for the engagement of all staff and labor, and shall be responsible for their payment, housing, health, sanitation, feeding, transport and all other relevant matters.**

除发包人要求另有规定外，承包人应为全体工作人员及其工作内容作出妥善安排，负责支付工资、住宿、医疗、卫生、饮食、交通等一切有关事宜。

**4.8.2 The Contractor shall comply with all the relevant labor laws, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal**



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rights. The Contractor shall require its employees to obey all applicable Laws, including those concerning safety at work.

承包人应遵守所有相关的劳动法，包括与工作人员的就业、健康、安全、福利、出入境有关的法律，并赋予其应有的合法权利。承包人应要求其员工遵守所有适用的法律，包括有关工作安全的法律。

4.8.3 The Contractor shall sign a labor contract with the person employed and pay wages on time.

承包人应与被聘用人员签订劳动合同，按时支付工资。

4.8.4 The Contractor shall arrange the working hours according to the *Labor Law* and guarantee the right of employees to take rest and leave. If there is a need to occupy vacations days or extend working hours due to special needs of design and construction, such occupancy or extension shall not exceed the limit prescribed by law and compensatory leave or payment shall be given according to the law.

承包人应按《劳动法》的规定安排工作时间，保证其雇佣人员享有休息和休假的权利。因设计、施工的特殊需要占用节假日或延长工作时间的，应不超过法律规定的限度，并按法律规定给予补休或付酬。

4.8.5 The Contractor shall provide its employees with necessary accommodation conditions and a living environment that meets the environmental protection and hygiene requirements. Medical workers and medical facilities necessary for injury prevention and first aid shall also be provided at Construction Site far away from towns and cities.

承包人应为其雇佣人员提供必要的食宿条件，以及符合环境保护和卫生要求的生活环境。在远离城镇的施工场地，还应配备必要的伤病防治和急救的医务人员与医疗设施。

4.8.6 The Contractor shall take effective labor protection measures to prevent dust, reduce noise, control harmful gases and ensure the safety of high-temperature, high-altitude and high-altitude operations according to the relevant national labor protection provisions. Where any employee is harmed during construction, the Contractor shall immediately take effective measures for rescue and treatment.

承包人应按国家有关劳动保护的规定，采取有效的防止粉尘、降低噪声、控制有害气体和保障高温、高寒、高空作业安全等劳动保护措施。其雇佣人员在施工中受到伤害的，承包人应立即采取有效措施进行抢救和治疗。

4.8.7 The Contractor shall arrange the insurance for employees according to the relevant laws and regulations and the Contract.

承包人应按有关法律规范和合同约定，为其雇佣人员办理保险。

4.8.8 The Contractor shall be responsible for the aftermath of casualty accidents caused to its employees.

承包人应负责处理其雇佣人员因工伤亡事故的善后事宜。

4.8.9 The Contractor shall indemnify the Owner from and against all loss and damage (including legal fees and expenses) which arise out of, or in connection with, a breach by the Contractor of its obligations under this Sub-Clause 4.8.9.

承包人违反合同第 4.8.9 项约定的义务而导致或引发损失和损害的（包括法律费用和开支），由承包人向发包人作出赔偿。

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#### 4.9 The project cost shall be earmarked for special purpose

工程价款应专款专用

The sums paid by the Owner to the Contractor according to the Contract shall be exclusively used for the contract work.

发包人按合同约定支付给承包人的各项价款应专用于合同工作。

#### 4.10 Survey of the Contractor's Site

承包人现场查勘

4.10.1 The Owner shall provide the Contractor with data on underground pipelines such as water supply, drainage, electricity supply, gas supply, heating, communications, radio and television, meteorological observation and hydrological observation on or near the Construction Site, related materials of adjacent buildings and structures and underground works and other raw materials related to civil engineering, and assume full responsibility for errors in the original materials, but the Contractor shall be responsible for the explanations and inferences made after reading the above-mentioned relevant materials.

发包人应向承包人提供施工场地及毗邻区域内的供水、排水、供电、供气、供热、通信、广播电视等地下管线资料、气象和水文观测资料、相邻建筑物和构筑物、地下工程的有关资料，以及其它与建设工程有关的原始资料，并承担原始资料错误造成的全部责任，但承包人应对其阅读上述有关资料后所作出的解释和推断负责。

The Contractor shall be responsible for verifying and interpreting all such data. The Owner does not warrant that any such information or data is correct, complete or adequate as concerns its subject matter and the Owner shall not be liable for the incompleteness or inaccuracy in such information or data.

承包人应负责对上述所有数据进行验证和解释。发包人不保证此类信息或数据的正确性、完整性或充分性；信息或数据存在不完整或不准确的，发包人概不承担责任。

4.10.2 The Contractor shall survey the Construction Site and surrounding environment and collect the relevant local information for the completion of contract work in addition to those provided by the Owner. In all contract work, the Contractor shall be deemed to have fully estimated the responsibilities and risks to be borne.

承包人应对施工场地和周围环境进行查勘，并收集除发包人提供外为完成合同工作有关的当地资料。在全部合同工作中，视为承包人已充分估计了应承担的责任和风险。

The Contractor shall assess the feasibility of installation PV modules on the roof, including the solar facility, load-bearing, installation space, air-tightness and loading-bearing and other conditions of the roof, and shall prepare and submit a roof structural report to the Owner for approval accordingly. 承包人应评估屋顶安装光伏组件的可行性，包括屋顶的太阳能设施、承重、安装空间、气密性和承重等条件，编制屋顶结构报告并向发包人提交获得批复。

#### 4.11 Unforeseeable difficulties and costs

不可预见的困难和费用

Unless otherwise stipulated in the Contract and subject to Clause 21 (*Force Majeure*), the Contractor shall be deemed to have obtained all necessary information about the Project's risks, accidents and other circumstances and foreseen all difficulties and costs of the Project. The

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Contract Price shall not be adjusted due to the unforeseeable difficulties and expenses encountered by the Contractor.

除合同另有约定以及第 21 条不可抗力的约定外，承包人应视为已取得项目有关风险、意外事件和其它情况的全部必要资料，并预见项目所有困难和费用。承包人遇到不可预见的困难和费用时，合同价款不予调整。

#### 4.12 Progress schedule

进度计划

##### 4.12.1 Contract progress schedule

合同进度计划

The Contractor shall prepare a detailed progress schedule according to the contents and deadlines stipulated in the Contract, including the expected time of design, submission of the Contractor's Documents, procurement, manufacture, inspection, delivery to site, construction, installation and testing as well as design and construction organization program description and submit them to the Supervisor. The Supervisor shall approve or propose amendments within the time limit agreed in the Special Contract Terms. The schedule approved by the Supervisor is called the contract progress schedule, which shall be the basis for controlling Works progress. The Contractor shall also, according to the Contract progress schedule, draw up a more detailed phased schedule or itemized progress schedule and report to the Supervisor for approval. The Contractor shall be liable for any delay in contract progress schedule not caused by the Owner in accordance with Paragraph 11.5.

承包人应按合同约定的内容和期限，编制详细的进度计划，包括设计、承包人文件提交、采购、制造、检验、运达现场、施工、安装、试验的预期时间以及设计和施工组织方案说明等报送监理人。监理人应在专用合同条款约定的期限内批复或提出修改意见。经监理人批准的进度计划称为“合同进度计划”，是控制合同工程进度的依据。承包人还应根据合同进度计划，编制更为详细的分阶段或分项进度计划，报监理人批准。非发包人原因造成的合同进度计划延误，承包人应按照第 11.5 款的约定承担责任。

##### 4.12.2 Revision of contract progress schedule

合同进度计划的修改

When the actual progress of works does not comply with the contract progress schedule in Paragraph 4.12.1 for whatever reason, the Contractor may, within the time limit agreed in the Special Contract Terms, submit to the Supervisor an application report for revising the contract progress schedule and the relevant measures and related information for approval. The Supervisor may also give an instruction directly to the Contractor to amend the contract progress schedule and the Contractor shall amend the contract progress schedule according to the instruction and submit it to the Supervisor for approval. The Supervisor shall reply within the time limit agreed in the Special Contract Terms. The Supervisor shall obtain the Owner's consent before approving.

任何原因导致工程的实际进度不符合第 4.12.1 条约定的合同进度计划的，承包人可在专用合同条款约定的期限内，向监理人提交修改合同进度计划的申请报告、并附相关措施及相关信息供批复。监理人也可以直接指示承包人修改合同进度计划，承包人应按照指示修改合同进度计划，并提交监理人批复。监理人应在专用合同条款约定的期限内答复。监理人在批复前应征得发包人同意。

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#### 4.13 Quality assurance

##### 质量保证

4.13.1 To ensure the quality of the Works, the Contractor shall establish a quality assurance system according to the Contract. The system shall accord with the detailed provisions of the Contract, the *Technical Requirements for Grid Connection of PV System* (GB/T 19939-2005) and the *Technical Requirements for Connecting Photovoltaic Power Station to Power System* (GB/T19964-2012), and attach the same to the Contractor's Proposal to be submitted to the Owner. The Supervisor shall be entitled to review the Contractor's quality assurance system.

为保证工程质量，承包人应按照合同要求建立质量保证体系。质量保证体系应符合合同的约定内容、《光伏系统并网技术要求》（GB / T 19939-2005）和《光伏电站与电力系统连接技术要求》（GB / T19964-2012）的具体规定，随附于提交给发包人的承包人建议中。监理人有权对承包人的质量保证体系进行审查。

4.13.2 The Contractor shall submit the detailed quality assurance rules and working procedures to the Supervisor before the beginning of each design and implementation stage.

承包人应在各设计和实施阶段开始前，向监理人提交其具体的质量保证细则和工作程序。

4.13.3 Compliance with the quality assurance system shall not exempt the Contractor's contractual obligations and responsibilities

遵守质量保证体系，不应免除合同约定的承包人的义务和责任。

#### 5. Design

##### 设计

##### 5.1 Contractor's design obligations

###### 承包人的设计义务

###### 5.1.1 General requirements for design obligations

###### 设计义务的一般要求

The Contractor shall complete the design work and comply with the Owner's Requirements according to laws and national, industry and local regulations and standards.

承包人应按照法律规定，以及国家、行业和地方规范和标准完成设计工作，并符合发包人要求。

The Contractor shall be responsible for the design of the Works, and for the correctness of the Owner's Requirements (including the design standard and calculation) except for the following parts for which the Owner shall be responsible.

承包人应负责工程的设计，并对发包人要求（包括设计标准和计算）的正确性负责，但下列由发包人负责的部分除外。

Except for the following circumstances, the Owner shall not be responsible for any error, inaccuracy or omission originally included in the Owner's Requirements under the Contract, and shall not be regarded as having given any inaccurate or incomplete indication towards any data or information. The Contractor's receipt of any data or information from the Owner or otherwise shall not relieve the Contractor's duty towards the design and construction of the Works.

除以下情况外，对于合同项下原有发包人要求所包含的任何错误、不准确或者遗漏，发包人概不承担任何责任；发包人也不应被视为已就数据或信息的准确性或完整性给出过任何陈述。承包人从发包人或其它方面收到的任何数据或信息，均不得免除承包人对工程设计和施工所应承担的责任。

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Notwithstanding the foregoing, the Owner shall be, for the following parts in the Owner's Requirements, responsible for the correctness of the following data or information provided by or on behalf of it:

尽管有上述规定，发包人应对发包人要求中以下部分的内容负责，并对由其或代表其提供的下列数据或信息的正确性负责：

(1) the description of the functional specifications; and

功能规格说明；及

(2) the description of the intended purpose.

计划用途说明。

#### 5.1.2 Changes in laws and standards

法律和标准的变化

Unless otherwise stipulated in the Contract, such laws and national, industrial and local regulations and standards as followed by the Contractor in completing the design work (including but not limited to the latest (subject to the date of the Contract) technical standards in the electric power sector in China, laws on building, construction and environment, laws applicable to products to be manufactured from the Works, and such other standards as raised in the Owner's Requirements and applicable to the Works or as specified by the applicable laws) shall be deemed to be those applicable on the Base Date. If foregoing versions have major changes or new laws and national, industry and local regulations and standards are implemented after the Base Date, the Contractor shall make a proposal on complying with new regulations to the Owner or the Supervisor entrusted by the Owner. The Owner or the Supervisor entrusted by the Owner shall issue an instruction of whether to comply with new provisions within 7 days after receiving the proposal. If the Owner or its entrusted Supervisor instructs to comply with new regulations, it shall be implemented according to Clause 15 or Clause 16.2.

除合同另有约定外，承包人完成设计工作所应遵守的法律规定，以及国家、行业和地方规范和标准（包括但不限于最新的（以合同签署日为准）中国电力行业的技术标准，建筑、施工和环境方面的法律，工程制造产品所适用的法律，以及发包人要求中提出或由适用法律规定并适用于合同工程的其它标准），均应视为在基准日适用的版本。基准日之后，前述版本发生重大变化，或者有新的法律，以及国家、行业和地方规范和标准实施的，承包人应向发包人或其委托的监理人提出遵守新规定的建议。发包人或其委托的监理人应在收到建议后 7 天内发出是否遵守新规定的指示。发包人或其委托的监理人指示遵守新规定的，按照第 15 条或第 16.2 款约定执行。

#### 5.2 Contractor's design progress schedule

承包人设计进度计划

The Contractor shall, in accordance with the Owner's Requirements, specifically list the design progress schedule in the contract progress schedule and submit it to the Owner for approval. The Contractor shall carry out the design work according to the approved plan.

承包人应按照发包人要求，在合同进度计划中专门列出设计进度计划，报发包人批准后执行。承包人需按照经批准后的计划开展设计工作。

If the design schedule is affected due to the Contractor's reasons, the provisions of Clause 11.5 shall apply. If the design schedule is affected due to the Owner's reasons, Change-related provisions of Clause 15 shall apply.

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因承包人原因影响设计进度的，按第 11.5 款的约定执行。因发包人原因影响设计进度的，按第 15 条变更约定处理。

The Owner or its entrusted Supervisor shall be entitled to require the Contractor to submit a revised progress schedule pursuant to Clause 11.5, increase input resources and speed up the design progress.

发包人或其委托的监理人有权要求承包人根据第 11.5 款提交修正的进度计划、增加投入资源并加快设计进度。

### 5.3 Design review

#### 设计审查

5.3.1 The Contractor's design documents shall be submitted to the Owner for examination and approval. The scope and content of review is set forth in the Owner's Requirements and as requested by the Supervisor following prudent industry practices.

承包人的设计文件应报发包人审查同意。审查的范围和内容在发包人要求中约定，并按照监理人的要求，遵循审慎行业惯例。

Unless otherwise stipulated in the Contract, the Owner shall review the Contractor's design documents in a timely manner and no later than **【5】** days from the date when the Supervisor receives the Contractor's design documents and notice. Any deviation of the Contractor's design documents from the Contract shall be stated in the notice. If the Contractor needs to modify the Contractor's design documents which have already been submitted, it shall promptly notify the Supervisor and submit the revised design documents to the Supervisor, under which case the review period shall be recalculated.

除合同另有约定外，自监理人收到承包人的设计文件和通知之日起，发包人应及时且在**【5】**天内审查承包人设计文件。承包人的设计文件对于合同约定有偏离的，应在通知中说明。承包人需要修改已提交的承包人的设计文件的，应立即通知监理人，并向监理人提交修改后的承包人的设计文件，审查期重新起算。

If the Owner does not agree with the design documents, it shall inform the Contractor through the Supervisor in writing and explain the specific contents which do not meet the contract requirements. The Contractor shall, according to the Supervisor's written instructions, amend the Contractor's Documents and submit to the Owner for review, under which case the review period shall be recalculated.

发包人不同意设计文件的，应通过监理人以书面形式通知承包人，并说明不符合合同要求的具体内容。承包人应根据监理人的书面指示，对承包人文件进行修改后重新报送发包人审查，审查期重新起算。

5.3.2 If the Contractor's design documents need no review or approval by the relevant government departments, the Contractor shall design and implement the Project in strict accordance with the design documents reviewed and approved by the Owner.

承包人的设计文件不需要政府有关部门审查或批准的，承包人应严格按照经发包人审查同意的设计文件设计和实施项目。

5.3.3 If the design documents need review or approval by the relevant government departments, the Owner shall, within 7 days after the examination and approval of the Contractor's design documents, submit design documents to the relevant government departments under the assistance of the Contractor.

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设计文件需政府有关部门审查或批准的，发包人应在审查同意承包人的设计文件后 7 天内，向政府有关部门报送设计文件，承包人应予以协助。

If the review opinions of the relevant government departments do not require modifying the Owner's Requirements, the Contractor shall modify the Contractor's design documents according to the review opinions. If the Owner's Requirements need to be modified, the Owner shall propose new Owner's Requirements and the Contractor shall modify design documents according to new Owner's Requirements. The relevant provisions of Clause 15 and Clause 1.13 shall apply to the above circumstances.

对于政府有关部门的审查意见，不需要修改发包人要求的，承包人需按该审查意见修改承包人的设计文件；需要修改发包人要求的，发包人应重新提出发包人要求，承包人应根据新提出的发包人要求修改承包人文件。上述情形还应适用第 15 条、第 1.13 款的有关约定。

If the examination and approval by the relevant government departments are needed, the Contractor shall design and implement the Project in strict accordance with the approved Contractor's design documents.

政府有关部门审查批准的，承包人应严格按照批准后的承包人设计文件设计和实施项目。

#### 5.4 Training

培训

The Contractor shall train the Owner's personnel in engineering operations and maintenance according to the Owner's Requirements. If training is needed before receiving as agreed in the contract, the training shall be completed before the Completion Acceptance stipulated in Clause 18.3.

承包人应按照发包人要求，对发包人的人员进行工程操作和维修方面的培训。合同约定接收之前进行培训的，应在第 18.3 款约定的竣工验收前完成培训。

#### 5.5 Completion document

竣工文件

5.5.1 The Contractor shall compile and promptly update completion records which reflect the Project implementation results and accurately record the exact location and dimension of the completed works and detailed descriptions of the work carried out. If there is any engineering changes, the Contractor shall keep the Engineering Change Request (ECR) and the Owner's (Third Party's) approval documents, and update the relevant drawings and PVsyst energy yield prediction report. Completion records shall be kept on the Construction Site and submitted to the Supervisor according to the number of copies stipulated in the Special Contract Terms before the Completion Test.

承包人应编制并及时更新反映项目实施结果的竣工记录，如实记载竣工工程的确切位置、尺寸和已实施工作的详细说明。若有工程变更，承包人需完善保存变更申请单和发包人（或聘请的第三方）的审批结果，并更新相应图纸和 PVsyst 发电量预测报告。竣工记录应保存在施工场地，并在竣工试验开始前，按照专用合同条款约定的份数提交给监理人。

5.5.2 Prior to the issuance of acceptance certificate, the Contractor shall submit the corresponding completion drawings to the Supervisor according to the number of copies and form stipulated in the Owner's Requirements, and obtain the Supervisor's acceptance on the dimension, reference system and other relevant details. The Supervisor shall conduct the review according to the

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provisions of Clause 5.3.

在颁发工程接收证书之前，承包人应按照发包人要求的份数和形式，向监理人提交相应竣工图纸，并取得监理人对尺寸、参照系统及其它有关细节的认可。监理人应按照第 5.3 款的约定进行审查。

**5.5.3 Before the Supervisor receives the above documents, it shall not be deemed that the Project acceptance has been completed according to the provisions of Clause 18.3 and Clause 18.5.**

在监理人收到上述文件前，不应认为项目已根据第 18.3 款和第 18.5 款的约定完成验收。

## **5.6 Operation and maintenance manual**

操作和维修手册

**5.6.1 Before the commencement of the System's 7\*24 Hours Commissioning, the Contractor shall submit to the Supervisor an interim operation and maintenance manual which shall be in sufficient detail to allow the Owner to operate, repair, disassemble, reinstall, adjust and repair production equipment.**

在系统 7\*24 小时试运行开始前，承包人应向监理人提交暂行的操作和维修手册，该手册应足够详细，以便发包人能够对生产设备进行操作、维修、拆卸、重新安装、调整及修理。

**5.6.2 The Contractor shall submit a sufficiently detailed final operation and maintenance manual and relevant operation and maintenance manuals which are clearly stipulated in the Owner's Requirements. Before the Supervisor receives the above documents, it shall not be deemed that the acceptance has been completed according to the provisions of Clause 18.3 and Clause 18.5.**

承包人应提交足够详细的最终操作和维修手册，以及在发包人要求中明确的相关操作和维修手册。在监理人收到上述文件前，不应认为工程已根据第 18.3 款和第 18.5 款约定完成验收。

## **5.7 Error in the Contractor's Documents**

承包人文件错误

If the Contractor's Documents have errors, omissions, vagueness, inconsistencies, inadequacies or other defects, the Contractor shall correct the defects and engineering problems caused by the aforesaid problems at its own expense, irrespective of whether the Contractor has obtained approval under this clause, except for the errors, omissions, vagueness, inconsistencies, inadequacies or other defects in the Contractor's Documents caused by errors in the Owner's Requirements as stipulated in Clause 1.13.

承包人文件存在错误、遗漏、含混、矛盾、不充分之处或其它缺陷，无论承包人是否根据本款获得了批准，承包人均应自费对前述问题带来的缺陷和工程问题进行改正。第 1.13 款发包人要求的错误导致承包人文件错误、遗漏、含混、矛盾、不充分或其它缺陷的除外。

## **6. Materials and Engineering Equipment**

材料和工程设备

### **6.1 Materials and Engineering Equipment provided by the Contractor**

承包人提供的材料和工程设备

**6.1.1 Except as otherwise provided in the Special Contract Terms, the Contractor shall be responsible for the procurement, transportation and storage of materials and Engineering Equipment provided by the Contractor. The Contractor shall be responsible for the materials and Engineering Equipment which is purchased by the Contractor.**

除专用合同条款另有约定外，承包人提供的材料和工程设备均由承包人负责采购、运输和保管。承包



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人应对其采购的材料和工程设备负责。

6.1.2 The Contractor shall, according to the Special Contract Terms, submit the supplier, variety, technical requirements, specifications, quantities and delivery time of various materials and Engineering Equipment to the Supervisor for approval. The Contractor shall submit the quality certification documents of materials and Engineering Equipment provided by it to the Supervisor and satisfy the quality standards as agreed in the Contract.

承包人应按专用合同条款的约定，将各项材料和工程设备的供货人及品种、技术要求、规格、数量和供货时间等报送监理人批准。承包人应向监理人提交其负责提供的材料和工程设备的质量证明文件，并满足合同约定的质量标准。

6.1.3 For materials and Engineering Equipment provided by the Contractor, the Contractor shall, together with the Supervisor, conduct the inspection and delivery acceptance, examine the material qualification certificate and product certificate of conformity, conduct the sampling inspection of materials and the inspection examination of Engineering Equipment according to the Contract and the Supervisor's instructions, and submit inspection and test results to the Supervisor at its own cost.

对承包人提供的材料和工程设备，承包人应会同监理人进行检验和交货验收，查验材料合格证明和产品合格证书，并按合同约定和监理人指示，进行材料的抽样检验和工程设备的检验测试，检验和测试结果应提交监理人，所需费用由承包人承担。

## 6.2 Materials and Engineering Equipment provided by the Owner

发包人提供的材料和工程设备

6.2.1 The Owner shall provide the materials and Engineering Equipment stipulated in the Special Contract Terms and indicate the name, specifications, quantity, price, delivery method, place of delivery, etc. of materials and Engineering Equipment

发包人应负责提供专用合同条款规定的材料和工程设备，并注明材料和工程设备的名称、规格、数量、价格、交货方式、交货地点等。

6.2.2 The Contractor shall, according to the Contract progress schedule, submit to the Supervisor a plan of the Owner's delivery date. The Owner shall provide materials and Engineering Equipment to the Contractor according to the delivery date agreed among the Supervisor and two parties of the Contract.

承包人应根据合同进度计划，向监理人提交发包人的交货日期计划。发包人应根据监理人和合同双方之间约定的交货日期，向承包人提供材料和工程设备。

6.2.3 The Owner shall notify the Contractor 7 days before the arrival of the materials and Engineering Equipment. The Contractor shall, together with the Supervisor, conduct inspection at the delivery place within the agreed time. Unless otherwise stipulated in the Special Contract Terms, the Contractor shall be responsible for the receipt, transportation and storage of materials and Engineering Equipment provided by the Owner after the acceptance of materials and Engineering Equipment.

发包人应在材料和工程设备到货 7 天前通知承包人。承包人应会同监理人在约定的时间内，赴交货地点共同进行验收。除专用合同条款另有约定外，发包人提供的材料和工程设备验收后，由承包人负责接收、运输和保管。

6.2.4 If the Contractor requests to change the delivery date or place, it shall report to the Supervisor

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for approval in advance. The additional costs and/or delays in Construction Period caused by the Contractor's request for change of delivery time or place shall be borne by the Contractor.

承包人要求更改交货日期或地点的，应事先报请监理人批准。由于承包人要求更改交货时间或地点所增加的费用和/或工期延误由承包人承担。

6.2.5 If the specifications, quantity or quality of materials and Engineering Equipment provided by the Owner are not in conformity with the requirements hereunder and only if that shortfall could not reasonably have been identified by the Contractor prior to the delivery and is on the critical path for the progress schedule for the Project and delays in the delivery date or changes for delivery place, etc. are made only due to the Owner, only then shall the Owner bear the additional costs thus incurred and/or delays in Construction Period and pay a reasonable profit to the Contractor subject to other provisions of this Contract. Otherwise additional costs and/or delays in Construction Period shall be borne by the Contractor.

发包人提供的材料和工程设备的规格、数量或质量不符合合同要求，同时该等短缺无法由承包人在交货前合理识别且影响项目进度计划的关键路径，并且交货日期延误及交货地点变更等情况仅因发包人原因发生，则仅在上述情况下，发包人应根据本合同规定承担由此增加的费用和/或工期延误，并向承包人支付合理利润。否则，增加的费用和/或工期延误应由承包人承担。

6.2.6 Modules & inverters for the Project shall be purchased by the Owner after both Parties confirms and the damage and loss risk thereof shall be transferred to the Contractor after onsite handover confirmation by the Contractor. The foregoing purchasement shall not exempt the Contractor from all obligations and responsibilities stipulated in the Contract, including but not limited to passing of system performance test, system defect remedy and fault repair during the operation. If replacement and repair, etc. of the modules & inverters purchased by the Owner are required, the Owner shall provide active cooperation in this regard.

本项目下，组件及逆变器由双方共同确认后由发包人予以采购，其毁损灭失风险经承包人现场签收后转移至承包人。该等采购行为不能免除承包人合同约定的所有义务和责任，包括但不限于系统通过性能测试、运营过程中的系统缺陷修补及故障修复等。涉及发包人采购组件和逆变器的更换和维修等事宜，发包人应提供积极配合。

### 6.3 Materials and Engineering Equipment exclusively used for the Project

专用于项目的材料和工程设备

6.3.1 The materials and Engineering Equipment, including spare parts, special tools for installation and random materials transported to the Construction Site must be exclusively used for Works within the scope stipulated in the Contract and shall not be transported out of the Construction Site or used for other purposes by the Contractor without the Supervisor's approval.

运入施工场地的材料、工程设备，包括备品备件、安装专用工器具与随机资料，必须专用于合同约定范围内的工程，未经监理人同意，不得运出施工场地或挪作他用。

6.3.2 Spare parts, special tools for installation and random materials transported to the Construction Site along with Engineering Equipment shall be sealed and stored by the Contractor and the Supervisor according to the supplier's packing list, and shall not be unsealed and used without the Supervisor's approval. The Contractor shall apply to Supervisor for using such items for the contract work.

随同工程设备运入施工场地的备品备件、专用工器具与随机资料，应由承包人会同监理人按供货人的

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装箱单清点后共同封存，未经监理人同意不得启用。承包人因合同工作需要使用上述物品时，应向监理人提出申请。

#### **6.4 Implementation method**

##### **实施方法**

The Contractor shall purchase, manufacture and install materials and Engineering Equipment according to the laws, Contract and industry practices.

承包人应根据法律规定、合同约定以及行业习惯来采购、制造、安装材料和工程设备。

#### **6.5 Prohibition of the use of unqualified materials and Engineering Equipment**

##### **禁止使用不合格的材料和工程设备**

6.5.1 The Supervisor shall be entitled to refuse the unqualified materials or Engineering Equipment provided by the Contractor and request the Contractor to replace immediately. The Supervisor shall inspect and test again after the replacement and the resulting additional costs and/or delays in Construction Period shall be borne by the Contractor.

监理人有权拒绝承包人提供的不合格材料或工程设备，并要求承包人立即进行更换。监理人应在更换后再次进行检验和试验，由此增加的费用和/或工期延误由承包人承担。

6.5.2 If the Contractor is found using unqualified materials and Engineering Equipment, the Supervisor shall promptly request the Contractor to correct immediately and prohibit the continuous use of unqualified materials and Engineering Equipment in the Project.

如发现承包人使用了不合格的材料和工程设备，监理人应立即要求承包人立刻改正，并禁止在项目中继续使用不合格的材料和工程设备。

#### **7. Construction Equipment and Temporary Facilities**

##### **施工设备和临时设施**

##### **7.1 Construction Equipment and Temporary Facilities provided by the Contractor**

###### **承包人提供的施工设备和临时设施**

7.1.1 The Contractor shall timely allocate Construction Equipment and construct Temporary Facilities according to the requirements of contract progress schedule. The Contractor's Equipment entering into the Construction Site shall be put into use only after the Supervisor's verification. The Contractor shall report to the Supervisor for approval before changing the Contractor's Equipment as stipulated in the Contract.

承包人应按合同进度计划的要求，及时配置施工设备和修建临时设施。进入施工场地的承包人设备需经监理人核查后才能投入使用。承包人更换合同约定的承包人设备的，应报监理人批准。

7.1.2 Unless otherwise stipulated in the Special Contract Terms, the Contractor shall bear the cost of constructing Temporary Facilities. If Temporarily Occupied Land is needed, the Contractor shall handle the application procedures and bear the corresponding costs.

除专用合同条款另有约定外，承包人应自行承担修建临时设施的费用。需要临时占地的，应由发包人办理申请手续并承担相应费用。

##### **7.2 Construction Equipment and Temporary Facilities provided by the Owner**

###### **发包人提供的施工设备和临时设施**

The Owner does not provide Construction Equipment and Temporary Facilities.

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发包人不提供施工设备和临时设施。

### **7.3 Require the Contractor to add or replace Construction Equipment**

要求承包人增加或更换施工设备

When Construction Equipment used by the Contractor cannot meet the contract progress schedule and/or quality standards, the Supervisor shall be entitled to require the Contractor to add or replace the Construction Equipment and the Contractor shall add or replace timely and bear the resulting additional costs and/or delays in Construction Period.

承包人使用的施工设备不能满足合同进度计划和/或质量标准时，监理人有权要求承包人增加或更换施工设备，承包人应及时增加或更换，由此增加的费用和/或工期延误由承包人承担。

### **7.4 Construction Equipment and Temporary Facilities exclusively used for the Works**

施工设备和临时设施专用于合同工程

7.4.1 Unless otherwise provided in the Contract, all Construction Equipment transported to the Construction Site and Temporary Facilities built on the Construction Site shall be exclusively used for the Works. Any part of the above Construction Equipment and Temporary Facilities shall not be transported out of the Construction Site or used for other purposes without the Supervisor's consent.

除合同另有约定外，运入施工场地的所有施工设备以及在施工场地建设的临时设施应专用于合同工程。未经监理人同意，不得将上述施工设备和临时设施中的任何部分运出施工场地或挪作他用。

7.4.2 With the Supervisor's consent, the Contractor may withdraw idle Construction Equipment according to the contract progress schedule.

经监理人同意，承包人可根据合同进度计划撤走闲置的施工设备。

## **8. Transportation**

运输

### **8.1 Right of way and off-site facilities**

道路通行权和场外设施

The Contractor shall be responsible for obtaining the right of way of special and temporary roads to and from the Construction Site and the right to construct off-site facilities for engineering construction according to the Project construction needs and bear the relevant expenses. The Owner shall assist the Contractor in handling the above formalities.

承包人应根据项目的施工需要，负责办理取得出入施工场地的专用和临时道路的通行权，以及取得为工程建设所需修建场外设施的权利，并承担有关费用。发包人应协助承包人办理上述手续。

### **8.2 Construction road within the site**

场内施工道路

8.2.1 Unless otherwise stipulated in the Special Contract Terms, the Contractor shall be responsible for the construction, maintenance, conservation and management of temporary roads and transport facilities required for the construction, including the repair, maintenance and management of roads and transport facilities provided by the Owner, and shall bear the corresponding costs.

除专用合同条款另有约定外，承包人应负责修建、维修、养护和管理施工所需的临时道路和交通设施，包括维修、养护和管理发包人提供的道路和交通设施，并承担相应费用。

8.2.2 Unless otherwise stipulated in the Special Contract Terms, temporary roads and transport

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facilities constructed by the Contractor shall be used by the Owner and the Supervisor for free for realizing the contract purpose.

除专用合同条款另有约定外，承包人修建的临时道路和交通设施应免费提供发包人和监理人为实现合同目的使用。

### 8.3 Off-site traffic

#### 场外交通

8.3.1 The Contractor shall bear the toll fees, road maintenance fees and taxes of off-road public roads incurred by the Contractor's vehicles.

承包人车辆外出行驶所需的场外公共道路的通行费、养路费和税款等由承包人承担。

8.3.2 The Contractor shall comply with relevant traffic laws and regulations, strictly follow the road and bridge load limit for safety driving, and accept the inspection and supervision of traffic management departments.

承包人应遵守有关交通法规，严格按照道路和桥梁的限制荷载安全行驶，并服从交通管理部门的检查和监督。

### 8.4 Transportation of oversized and overweight goods

#### 超大件和超重件的运输

If the Contractor is responsible for the transportation of oversized or overweight goods, the Contractor shall be responsible for handling the application procedures at the traffic management department with the assistance of the Owner. The costs of temporary reinforcement and alteration of roads and bridges required for transporting oversized or overweight goods and other related costs shall be borne by the Contractor, except as otherwise stipulated in the Special Contract Terms. 由承包人负责运输的超大件或超重件，应由承包人负责向交通管理部门办理申请手续，发包人给予协助。运输超大件或超重件所需的道路和桥梁临时加固改造费用和其它有关费用，由承包人承担，但专用合同条款另有约定除外。

### 8.5 Liability for damage to roads and bridges

#### 道路和桥梁的损坏责任

If the public roads and bridges inside and outside the Construction Site are damaged due to the Contractor's transportation, the Contractor shall bear all costs for repairing the damages and the possible compensation.

因承包人运输造成施工场地内外公共公路和桥梁损坏的，承包人应承担修复损坏的全部费用和可能引起的赔偿。

### 8.6 Water and air transportation

#### 水路和航空运输

The above clauses of this Clause shall apply to water and air transportation, where the meaning of the term "road" includes river ways, air routes, ship locks, airports, piers, embankments and other similar structures in water or air transportation; and the meaning of the term "vehicle" includes ships, aircrafts, etc..

本条上述各款的内容适用于水路运输和航空运输，其中“道路”一词的涵义包括：河道、航线、船闸、机场、码头、堤防以及水路或航空运输中其它相似结构物；“车辆”一词的涵义包括船舶和飞机。

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## 9. Surveying and Site Measuring

### 测量放线

#### 9.1 Construction coordinate control network

##### 施工控制网

9.1.1 The Owner shall provide the Contractor with the points, lines and elevations of reference, relevant drawings for the Site and other written materials through the Supervisor within the time limit agreed in the Special Contract Terms. Unless otherwise stipulated in the Special Contract Terms, the Contractor shall, according to the national surveying and mapping standard, surveying and mapping system and technical specification for engineering surveying and mapping as well as the above-mentioned reference points (lines) and engineering accuracy requirements stipulated in the Contract, measure and set up the construction coordinate control network and submit the construction coordinate control network information to the Supervisor for approval within the period agreed in the Special Contract Terms.

发包人应在专用合同条款约定的期限内，通过监理人向承包人提供测量基准点、基准线和水准点及其书面资料。除专用合同条款另有约定外，承包人应根据国家测绘基准、测绘系统和工程测量技术规范，按上述基准点（线）以及合同工程精度要求，测设施工控制网，并在专用合同条款约定的期限内，将施工控制网资料报送监理人批准。

9.1.2 The Contractor shall be responsible for managing the construction coordinate control network points. The Contractor shall promptly repair the lost or damaged construction coordinate control network points. The Contractor shall bear the management and repair costs of construction coordinate control network points and transfer the construction coordinate control network points to the Owner after completion of project.

承包人应负责管理施工控制网点。施工控制网点丢失或损坏的，承包人应及时修复。承包人应承担施工控制网点的管理与修复费用，并在项目竣工后将施工控制网点移交发包人。

#### 9.2 Construction surveying

##### 施工测量

9.2.1 The Contractor shall be responsible for all construction surveying and site measuring work in the construction process and shall put in place qualified personnel, instruments, equipment and other Clauses.

承包人应负责施工过程中的全部施工测量放线工作，并配置合格的人员、仪器、设备和其它物品。

9.2.2 The Supervisor may instruct the Contractor to carry out sampling and retest. When errors are found in the retest or exceed those stipulated in the Contract, the Contractor shall correct or supplement according to the Supervisor's instructions and bear the corresponding retest costs.

监理人可以指示承包人进行抽样复测。当复测中发现错误或出现超出合同约定的误差时，承包人应按监理人指示进行修正或补测，并承担相应的复测费用。

#### 9.3 Responsibility for error of datum data

##### 基准资料错误的责任

The points, lines and elevations of reference and their written materials provided by the Owner is for Contractor's reference only, and the Owner shall not be responsible for the authenticity, accuracy and completeness of the points, lines and elevations of reference and their written materials

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provided by the Owner. The Contractor shall verify the accuracy of the above information in the design or construction process and promptly notify the Supervisor of any obvious error or omission if found.

发包人提供的测量基准点、基准线和水准点及其它书面资料仅供承包人参考，发包人对其真实性、准确性和完整性不承担责任。承包人应在设计或施工中对上述资料的准确性进行核实，发现存在明显错误或疏忽的，应及时通知监理人。

If the error of the above datum material causes the Contractor's losses, the Owner shall not bear the resulting additional costs and/or delays in Construction Period and pay a reasonable profit to the Contractor.

因提供上述基准资料错误导致承包人损失的，发包人概不承担由此增加的费用、和/或对工期延误负责，也无须向承包人支付合理的利润。

#### 9.4 Use of construction coordinate control network by the Supervisor

监理人使用施工控制网

If the Supervisor needs to use the construction coordinate control network, the Contractor shall provide the necessary assistance and the Owner shall not pay additional costs.

监理人需要使用施工控制网的，承包人应提供必要的协助，发包人不为此支付额外费用。

### 10. Safety, security and environmental protection

安全、治安保卫和环境保护

#### 10.1 Owner's safety responsibility

发包人的安全责任

10.1.1 The Owner shall fulfill its safety responsibilities according to the Contract, authorize the Supervisor to supervise and inspect the Contractor's implementation of safety work according to safe work contents stipulated in the Contract, and organize the Contractor and relevant units to conduct the safety inspection.

发包人应按合同约定履行安全职责，授权监理人按合同约定的安全工作内容对承包人安全工作的实施进行监督检查，组织承包人和有关单位进行安全检查。

10.1.2 The Owner shall bear the responsibility for work-related accidents of all personnel employed by its site agencies, but work-related accidents of the Owner's personnel due to the Contractor's reasons shall be borne by the Contractor.

发包人应对其现场机构雇佣的全部人员的工伤事故承担责任，但由于承包人原因造成发包人人员伤亡的，应由承包人承担责任。

10.1.3 The Employer shall be responsible for the compensation for personal injury and property loss of a third party caused by any of the following circumstances:

因以下情况造成第三方人身伤害和财产损失的，发包人应负责赔偿：

- 1) Property loss of a third party caused by the occupation of land by the Project or any part thereof;  
项目或项目的任何部分对土地的占用所造成的第三方财产损失;
- 2) Personal injury and property loss of a third party caused by contract work performed at the Construction Site and its adjacent areas due to the Owner's reasons.

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由于发包人原因，在施工场地及毗邻地带进行的履行合同工作所造成第三方人身伤害和财产损失。

## 10.2 Contractor's safety responsibility

### 承包人的安全职责

10.2.1 The Contractor shall fulfill its safety responsibilities according to the Contract, perform the Supervisor's instructions on safety work, and formulate a safety measure plan according to safety work contents stipulated in the Contract within the period stipulated in the Special Contract Terms and submit it to the Supervisor for approval.

承包人应按合同约定履行安全职责，执行监理人有关安全工作的指示，并在专用合同条款约定的期限内，按合同约定的安全工作内容，编制安全措施计划报送监理人批准。

10.2.2 If the Contractor needs to carry out survey according to the Contract, the operating procedures shall be strictly implemented and measures shall be taken to ensure the safety of all kinds of pipelines, facilities, surrounding buildings and structures.

承包人按照合同约定需要进行勘察的，应严格执行操作规程，采取措施保证各类管线、设施和周边建筑物、构筑物的安全。

10.2.3 The Contractor shall design according to the laws, regulations and compulsory standards for engineering construction, indicate key parts and links related to the construction safety in design documents, and propose recommendations on measures for ensuring construction workers and preventing safety accidents to prevent the occurrence of production safety accidents caused by unreasonable design.

承包人应按照法律、法规和工程建设强制性标准进行设计，在设计文件中注明涉及施工安全的重点部位和环节，提出保障施工作业人员和预防安全事故的措施建议，防止因设计不合理导致生产安全事故的发生。

10.2.4 The Contractor shall strengthen the safety management of construction operations, and in particular, strengthen the management of flammable and explosive materials, explosive equipment, poisonous and corrosive materials and other dangerous goods as well as dangerous operations such as blasting operations and underground works.

承包人应加强施工作业安全管理，特别应加强易燃、易爆材料、火工器材、有毒与腐蚀性材料和其它危险品的管理，以及对爆破作业和地下工程施工等危险作业的管理。

10.2.5 The Contractor shall formulate the construction safety operation rules strictly according to national safety standards, provide necessary safety production and labor protection facilities, strengthen the safety education of Contractor personnel, and issue safety manuals and labor protection appliances.

承包人应严格按照国家安全标准制定施工安全操作规程，配备必要的安全生产和劳动保护设施，加强对承包人员的安全教育，并发放安全工作手册和劳动保护用具。

10.2.6 The Contractor shall formulate emergency plans for disaster response as directed by the Supervisor and submit to the Supervisor for approval. The Contractor shall also make safety inspections according to the plan, allocate necessary aid materials and equipment, and earnestly protect the personal and property safety of the personnel concerned.

承包人应按监理人的指示制定应对灾害的紧急预案，报送监理人批准。承包人还应按预案做好安全检查，配置必要的救助物资和器材，切实保护有关人员的人身和财产安全。



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10.2.7 The safe operation environment and safety construction measures stipulated in the Contract shall be in compliance with the relevant provisions and included in the Contract price of relevant work. Additional costs incurred by taking safe operation environment and safety construction measures not stipulated in the Contract shall be agreed or determined by the Supervisor according to Clause 3.5.

合同约定的安全作业环境及安全施工措施所需费用应遵守有关规定，并包括在相关工作的合同价款中。因采取合同未约定的安全作业环境及安全施工措施增加的费用，由监理人按第 3.5 款商定或确定。

10.2.8 The Contractor shall be responsible for work-related accidents of all employees employed by the Contractor to perform the Contract, including subcontractor personnel. But, work-related accidents of the Contractor's personnel solely due to the Owner's reasons shall be borne by the Owner.

承包人应对其履行合同所雇佣的全部人员，包括分包人人员的工伤事故承担责任，但因发包人原因造成承包人人员伤亡事故的，应由发包人承担责任。

10.2.9 The Contractor shall be responsible for the compensation for personal injury and property loss of a third party incurred within the Construction Site and its adjacent areas due to the Contractor's reasons.

由于承包人原因在施工场地内及其毗邻地带造成的第三方人员伤亡和财产损失，由承包人负责赔偿。

10.2.10 The Owner and the Contractor shall, in addition to assisting the security administration organization or joint defense team in maintaining the public security on the Construction Site, accomplish the security defense work within their respective management areas, including the living areas.

发包人和承包人除应协助现场治安管理机构或联防组织维护施工场地的社会治安外，还应做好包括生活区在内的各自管辖区的治安保卫工作。

10.2.11 Unless otherwise agreed in the Contract, the Contractor shall formulate the security administration plan for the Construction Site and the emergency plan for dealing with emergency public security events, and submit such plans to the Supervisor. During the period from the Contractor entering the Construction Site to the Owner accepting the Project, the Owner and the Contractor shall immediately report any revolt, explosion or other terrorist event, or mass brawl, fighting with weapons or other group sudden public security event occurred in the Construction Site to the local government. The Owner and the Contractor shall actively assist the relevant local departments in taking necessary measures to calm down the situations, prevent the expansion of situation, minimize the property loss, and avoid death and personal injury.

除合同另有约定外，承包人应编制施工场地治安管理计划，并制定应对突发治安事件的紧急预案，报监理人批准。自承包人进入施工现场，至发包人接收项目的期间，施工现场发生暴乱、爆炸等恐怖事件，以及群殴、械斗等群体性突发治安事件的，发包人和承包人应立即向当地政府报告。发包人和承包人应积极协助当地有关部门采取措施平息事态，防止事态扩大，尽量减少财产损失和避免人员伤亡。

### 10.3 Environmental protection

#### 环境保护

10.3.1 When performing the Contract, the Contractor shall observe the laws related to environmental protection, fulfill the environmental protection obligations agreed in the Contract, and be responsible for the environmental destruction, personal injury and property loss caused by

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violation the laws or obligations hereunder.

承包人在履行合同过程中，应遵守有关环境保护的法律，履行合同约定环境保护义务，并对违反法律和合同约定义务所造成的环境破坏、人身伤害和财产损失负责。

10.3.2 The Contractor shall formulate the plan of environmental protection measures according to the environmental protection work contents agreed in the Contract, and submit the plan to the Supervisor for approval.

承包人应按合同约定的环保工作内容，编制环保措施计划，报送监理人批准。

10.3.3 The Contractor shall guarantee that the gas emissions, dust, noise, surface drainage and pollution discharge generated during the construction process meet the legal provisions and the Owner's Requirements.

承包人应确保施工过程中产生的气体排放物、粉尘、噪声、地面排水及排污等，符合法律规定和发包人要求。

## 10.4 Accident handling

### 事故处理

If accident occurs during the performance of the Contract, the Contractor shall immediately and no later than within 24 hours notify the Supervisor, and the Supervisor shall immediately notify the Owner. The Owner and the Contractor shall immediately organize personnel and equipment for emergency rescue and urgent repair, so as to reduce casualties and property losses, prevent accident expansion, and shall protect the accident Site. If the objects on the site need to be moved and the Contractor shall make marks and written records, and properly keep the related evidences. The Contractor shall timely and faithfully report the accident situations, the emergency measures being taken, etc. to the related departments according to the relevant national regulations. The Owner shall support the Contractor's measures with reasonable effort.

合同履行过程中发生事故的，承包人应立即在 24 小时之内通知监理人，监理人应立即通知发包人。发包人和承包人应立即组织人员和设备进行紧急抢救和抢修，减少人员伤亡和财产损失，防止事故扩大，并保护事故现场。需要移动现场物品时，承包人应作出标记和书面记录，妥善保管有关证据。承包人应按国家有关规定，及时如实地向有关部门报告事故发生的情况，以及正在采取的紧急措施等。发包人应尽到合理的努力为承包人采取的措施提供支持。

## 11. Commencement and Completion

### 开工和竣工

### 11.1 Commencement

#### 开工

If the commencement conditions agreed in the Special Contract Terms are met, the Supervisor shall issue a Notice to Proceed to the Contractor 2 Days in advance. The Supervisor shall obtain the consent of the Owner before issuing the Notice to Proceed. The Construction Period shall start from the Date of Commencement specified in the Notice to Proceed.

符合专用合同条款约定的开工条件的，监理人应提前 2 天向承包人发出开工通知。监理人在发出开工通知前应获得发包人同意。工期自开工通知中载明的开工日期起计算。

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## 11.2 Completion

### 竣工

The Contractor shall complete the Works within the period as agreed in Clause 1.1.4.3. The actual Completion Date shall be determined according to the provisions in Clause 18.3, and shall be specified in the Project acceptance certificate.

承包人应在第 1.1.4.3 项约定的期限内完成合同工程。实际竣工日期按第 18.3 款约定确定，并在工程接收证书中载明。

## 11.3 Delays in Construction Period caused by the Owner

### 发包人引起的工期延误

During the contract performance, if delays in Construction Period are caused due to the following reasons of the Owner, the Contractor shall have the right to require the Owner to extend the Construction Period and/or increase the Expenses, and pay reasonable profit to the Contractor. If the contract schedule needs to be revised, the provisions in Clause 4.12.2 shall apply.

在履行合同过程中，由于发包人的下列原因造成工期延误的，承包人有权要求发包人延长工期并（或）增加费用，并支付合理利润。需要修订合同进度计划的，按照第 4.12.2 项的约定执行。

- Change;  
变更；
- Failure to review the Contractor's Documents according to the deadline required in the Contract;  
未能在合同约定的期限内对承包人文件进行审查；
- Construction suspension caused for the reason of the Owner;  
因发包人原因导致的工作暂停；
- (Delays of the supply of materials and Engineering Equipment, or changes the delivery place according to Clause 6.2 only due to the Owner;  
仅由于发包人原因，造成材料和工程设备的供应发生迟延或根据第 6.2 款约定变更交货地点的；
- The Owner fails to timely perform the relevant obligations according to the "Owner Requirements";  
发包人未及时按照发包人要求履行相关义务；

Unless otherwise stipulated in this Contract, it is further provided that Contractor's entitlement to an extension of time or additional Expenses under this Contract is limited to a situation where the critical path noted on the contract progress schedule is affected in a manner which might reasonably be expected to result in delays in the Construction Period.

除非本合同另有规定，双方进一步约定，只有在合同进度计划中指定的关键路径受到影响，且根据合理的预期将可能导致施工发生延误的情况下，承包人才有权要求延长合同项下的工期或增加费用。

## 11.4 Extremely severe climatic conditions

### 异常恶劣的气候条件

If the Construction Period is delayed due to the occurrence of extremely severe climatic conditions specified in the Special Contract Terms, the Contractor shall have the right to require the Owner to extend the Construction Period.

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由于出现专用合同条款规定的异常恶劣气候条件导致工期延误的，承包人有权要求发包人延长工期。

### 11.5 Construction Period Delay Caused by the Contractor

#### 承包人引起的工期延误

If the Works has not completed according to the Contract schedule for the reasons of the Contractor, or the Supervisor thinks that the work progress of the Contractor cannot satisfy the requirement for contract duration, the Contractor shall take measures to accelerate the progress and undertake the increased Expenses incurred therefrom. If the delay in Construction Period is caused for the reason not attributable to Owner only and on the critical path of the progress schedule, the Contractor shall pay the liquidated damages for delayed completion. However, during construction period, if proprietor does not allow conducting construction due to its rectification demand or rainy/snowy weather, etc., the Contractor is not liable for the liquidated damages for the delay caused by the foregoing reasons after report by the Contractor and conformation by the Owner or the Supervisor and should not be more than 15 days cumulatively. The calculation method and maximum limit of liquidated damages for delayed completion have been agreed in the Special Contract Terms. The payment of liquidated damages for delayed completion by the Contractor will not relieve the Contractor's obligations to complete the works and remedy defects.

由于承包人原因，未能按合同进度计划完成工程，或监理人认为承包人的工作进度不能满足工期要求的，承包人应采取措施加快进度，并承担加快进度所增加的费用。由于非发包人单原因造成工期延误，并对进度计划的关键路径造成影响的，承包人应支付逾期竣工违约金。但在施工期间，因业主要求不允许进行施工，包含但不限于业主整改、雨雪天气业主禁止屋面施工等原因，经承包人报请发包人或监理人确认后所造成的工期延误，由前述原因造成的工期延误累积不得超过 15 天，承包人无需支付该等延误的工期所对应的逾期竣工违约金。逾期竣工违约金的计算方法和最高限额在专用合同条款中约定。承包人支付逾期竣工违约金，不免除承包人完成工作及修补缺陷的义务。

### 11.6 Early completion

#### 提前竣工

If the Owner requires the Contractor to complete the Works early, or the Contractor puts forward the suggestions on early completion, which may bring benefits to the Owner, the Supervisor and the Contractor shall through negotiation accelerate the Project progress and revise the contract progress schedule. The Owner shall undertake the increased Expenses incurred by the Contractor, and pay corresponding bonus agreed in the Special Contract Terms to the Contractor.

发包人要求承包人提前竣工，或承包人提出提前竣工的建议能够给发包人带来效益的，应由监理人与承包人共同协商采取加快项目进度的措施并订合同进度计划。发包人应承担承包人由此增加的费用，并向承包人支付专用合同条款约定的相应奖金。

### 11.7 Delay of administrative examination and approval

#### 行政审批迟延

If the work within the agreed contract scope needs to be examined and approved by the relevant government departments, the Owner and/or the Contractor shall accomplish the administrative examination and approval submission of the related data according to the assignments of responsibilities agreed in the Contract. The Expense increase in Construction Period caused due to the delay of examination and approval of relevant government departments shall be undertaken by the Owner.

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合同约定范围内的工作需国家有关部门审批的，发包人和 /或承包人应按照合同约定的职责分工完成行政审批报送。因国家有关部门审批迟延造成的费用增加或工期延误，由发包人承担责任。

## 12. Construction suspension

### 暂停施工

#### 12.1 Construction suspended by the Owner

##### 由发包人暂停施工

12.1.1 The Owner can, when it thinks necessary, issue suspension instruction to the Contractor through the Supervisor, and the Contractor shall suspend the construction according to the instruction of the Supervisor. If the Project is delayed due to the suspension caused for the reason of the Owner, the Contractor shall have the right to require the Owner to extend the project duration and/or increase the Expense, and pay reasonable profit.

发包人认为必要时，可通过监理人向承包人发出暂停施工的指示，承包人应按监理人指示暂停施工。由于发包人原因引起的暂停施工造成工期延误的，承包人有权要求发包人延长工期并(或)增加费用，并支付合理利润。

12.1.2 If the Owner suspends the construction due to the following reasons of the Contractor, the resulting Expense increase and/or delays in Construction Period shall be undertaken by the Contractor:

由于承包人下列原因造成发包人暂停施工的，由此造成费用的增加和/或工期延误由承包人承担：

(1) The Contractor breaches the Contract and corresponding rectification has not been finished within the time limit stipulated in the Contract or 15 Days

承包人违约并未在合同规定的时间时间或 15 天内完成纠正；

(2) The Contractor suspends the construction without authorization;

承包人擅自暂停施工；

(3) Other suspension circumstance to be undertaken by the Contractor as agreed in the Contract.

合同约定由承包人承担责任的其它工作暂停情况。

#### 12.2 Construction suspended by the Contractor

##### 由承包人暂停施工

12.2.1 If any of the following circumstances occurs during the contract performance process, the Contractor can give notice to the Owner, and require the Owner to take effective measures for correction. If the Owner still does not perform its contract obligations within【10】Days after receiving the notice from the Contractor, the Contractor has the right to suspend the construction and inform the Supervisor, and the Owner shall undertake the increased Expense and/or delays in Construction Period responsibility caused there from, and pay reasonable profit to the Contractor.

合同履行过程中发生下列情形之一的，承包人可向发包人发出通知，要求发包人采取有效措施予以纠正。如发包人收到承包人通知后的【10】天内仍不履行合同义务，承包人有权暂停施工，并通知监理人，发包人应承担由此增加的费用和/或工期延误责任，并支付承包人合理利润。

(1) The Owner fails to pay the cost according to the Contract, delays or refuses the approval of payment application and payment certificate, which causes payment delay;

发包人未能按合同约定支付价款，或拖延、拒绝批准付款申请和支付证书，导致付款延误的；

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(2) The Supervisor fails to issue resumption instruction within the agreed period without just cause, causing the Contractor unable to resume the construction;

监理人无正当理由没有在约定期限内发出复工指示，导致承包人无法复工的；

12.2.2 If an emergency circumstance of construction suspension occurs for the reason of the Owner, and the Supervisor fails to timely issue the suspension instruction, the Contractor can suspend construction in advance, and timely put forward written request of construction suspension to the Supervisor. The Supervisor shall reply within 24 hours after receiving the written request, and if no reply is issued within 24 hours, it will be considered that the Supervisor has approved the construction suspension request of the Contractor.

由于发包人的原因发生暂停施工的紧急情况，且监理人未及时下达暂停施工指示的，承包人可先暂停施工，并及时向监理人提出暂停施工的书面请求。监理人应在收到书面请求后的 24 小时内予以答复，逾期未答复的，视为同意承包人的暂停施工请求。

### 12.3 Custody after construction suspension

暂停施工后的照管

During the construction suspension period, irrespective of the reason causing such suspension, the Contractor shall be responsible for properly protecting the works and providing security assurance, and the increased Expense shall be undertaken by the responsible party.

不论由于何种原因引起暂停工作的，暂停工作期间，承包人应负责妥善保护工程并提供安全保障，由此增加的费用由责任方承担。

### 12.4 Resumption after construction suspension

暂停工作后的复工

12.4.1 After construction suspension, the Supervisor shall consult with the Owner and the Contractor to take effective measures to actively eliminate the influence of suspension. When the Project reaches the resumption conditions, the Supervisor shall immediately issue resumption notice to the Contractor. After receiving the resumption notice, the Contractor shall resume the construction within the deadline specified by the Supervisor.

暂停施工后，监理人应与发包人和承包人协商，采取有效措施积极消除暂停施工的影响。当工程具备复工条件时，监理人应立即向承包人发出复工通知。承包人收到复工通知后，应在监理人指定的期限内复工。

12.4.2 If the Contractor delays or refuses the resumption for no reason, the increased Expense and delays in Construction Period caused there from shall be undertaken by the Contractor; if the construction cannot be resumed on time for the reason of the Owner, the Contractor shall have the right to require the Owner to extend the Construction Period and/or increase the Expense, and pay reasonable profit.

承包人无故拖延和拒绝复工的，由此增加的费用和工期延误由承包人承担；因发包人原因无法按时复工的，承包人有权要求发包人延长工期和/或增加费用，并支付合理利润。

### 12.5 Construction suspension for more than 30 days

暂停施工 30 天以上

12.5.1 If the Supervisor fails to issue resumption notice to the Contractor within 30 days after the issuance of suspension instruction, unless such suspension is caused by the breach of the

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Contractor, the Contractor can submit written notice to the Supervisor, and require the Supervisor to permit the resumption of all or part of the works suspended within 28 days after receiving the written notice. If the Supervisor does not permit after 15 days, the Contractor can notify the Supervisor and treat the affected project portion as the change of cancellable work, as agreed in Clause 15. If the suspended work would influence the whole project, it shall be considered as the breach of the Owner, the provisions of Clause 12.2.1 shall apply, and the Contractor shall have the right to terminate the Contract.

监理人发出暂停施工指示后 30 天内未向承包人发出复工通知的，除该项暂停由于承包人违约造成之外，承包人可向监理人提交书面通知，要求监理人在收到书面通知后 15 天内准许已暂停施工的全部或部分继续进行。如监理人逾期不予批准，则承包人可以通知监理人，将工程受影响的部分按第 15 条的约定作为可取消工作的变更处理。暂停施工影响到整个项目的，视为发包人违约，应按第 12.2.1 项的约定执行，同时承包人有权解除合同。

12.5.2 If construction suspension is caused for the reason of the Contractor, e.g. the Contractor does not take effective resumption measures within 30 days after receiving the suspension instruction of the Supervisor, which causes delays in Construction Period, it shall be considered as the breach of the Contractor, and the provisions of Clause 12.1.2 shall apply.

由于承包人原因引起暂停施工的，如承包人在收到监理人暂停施工指示后 30 天内不采取有效的复工措施，造成工期延误的，视为承包人违约，应按第 12.1.2 项的约定执行。

### 13. Quality of Works

工程质量

#### 13.1 Works quality requirements

工程质量要求

13.1.1 The Project quality acceptance shall be done according to the legal provisions and acceptance standards agreed in the Contract.

工程质量验收按法律规定和合同约定的验收标准执行。

13.1.2 If the works quality does not meet the legal provisions and provisions of the Contract for the reason of the Contractor, the Supervisor shall have the right to require the Contractor to rework until the contract requirements are met; the Contractor shall be liable for the increased Expense and/or delay in the Construction Period caused thereby.

因承包人原因造成工程质量不符合法律的规定和合同约定的，监理人有权要求承包人返工直至符合合同要求为止，由此造成的费用增加和/或工期延误由承包人承担。

13.1.3 If the works quality cannot reach the acceptance standards agreed in the Contract for the reason of the Owner, the Owner shall be liable for the increased Expense and/or delay in the Construction Period incurred by the Contractor from reworking, and pay reasonable profit to the Contractor.

发包人原因造成工程质量达不到合同约定验收标准的，发包人应承担由于承包人返工造成的费用增加和/或工期延误，并支付承包人合理利润。

#### 13.2 Quality inspection of the Contractor

承包人的质量检验

The Contractor shall conduct quality inspection and testing the design, materials, engineering

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equipment, all engineering contents and their construction technologies according to the provisions of the Contract throughout the construction process, make detailed records and formulate works quality statements, and submit to the Supervisor for examination.

承包人应按合同约定对设计、材料、工程设备以及全部工程内容及其施工工艺进行全过程的质量检查和检验，并作详细记录，编制工程质量报表，报送监理人审查。

### 13.3 Quality inspection of the Supervisor

#### 监理人的质量检验

The Supervisor has the right to inspect and test all portions of the Works and their construction technologies, materials, and engineering equipment. The Contractor shall provide convenience for the inspection and testing of the Supervisor, including access to and review the original record of construction by the Supervisor at the Construction Site, the manufacturing or processing place, or any other place agreed in the Contract. The Contractor shall also, according to the Supervisor's instructions, conduct sampling test, project rechecking and surveying and equipment performance testing on the Construction Site, as well as provide test samples, submit test reports and measurement results and conduct any other work required by the Supervisor. The inspection and testing of the Supervisor will not relieve the responsibilities to be undertaken by the Contractor according to the provisions of the Contracts.

监理人有权对全部工程内容及其施工工艺、材料和工程设备进行检验和试验。承包人应为监理人的检验和试验提供方便，包括监理人到施工场地，或制造、加工地点，或合同约定的其它地方察看和查阅施工原始记录。承包人还应按监理人指示，进行施工场地取样试验、工程复核测量和设备性能检测，提供试验样品、提交试验报告和测量成果以及监理人要求进行的其它工作。监理人的检验和实验，不免除承包人按合同约定应负的责任。

### 13.4 Inspection of concealed works before covering

#### 工程隐蔽部位覆盖前的检验

#### 13.4.1 Notify the Supervisor for inspection

##### 通知监理人检验

If, through self-inspection, the Contractor confirms that the concealed portion of the Works has satisfied the covering conditions, the Contractor shall notify the Supervisor to inspect within the agreed time limit. The Contractor's notice shall be accompanied by self-inspection records and necessary inspection data. The Supervisor shall go to the site for inspection on time. If the Supervisor confirms that the quality conforms to the covering requirements through inspection, it shall sign on the inspection records, and then the Contractor can complete the covering operation. If the Supervisor confirms that the quality is unqualified, the Contractor shall repair and rework within the time instructed by the Supervisor, and then the Supervisor shall re-inspect.

承包人自检确认的工程隐蔽部位具备覆盖条件后，承包人应通知监理人在约定的期限内检查。承包人的通知应附有自检记录和必要的检查验资料。监理人应按时到场检验。经监理人检验确认质量符合隐蔽要求，并在检验记录上签字后，承包人才能进行覆盖。监理人检验确认质量不合格的，承包人应在监理人指示的时间内修整返工后，由监理人重新检验。

#### 13.4.2 The Supervisor does not go to the site for inspection

##### 监理人未到场检验

If the Supervisor fails to inspect at the time agreed in Paragraph 13.4.1, unless otherwise instructed



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by the Supervisor, the Contractor can complete the covering work by itself, and make corresponding records and submit the same to the Supervisor, while the Supervisor shall sign for confirmation. If the Supervisor has any question on the inspection record afterwards, it can re-inspect according to the provisions of Paragraph 13.4.3.

监理人未按第 13.4.1 项约定的时间进行检验的，除监理人另有指示外，承包人可自行完成覆盖工作，并作相应记录报送监理人，监理人应签字确认。监理人事后对检验记录有疑问的，可按第 13.4.3 项的约定重新检验。

#### 13.4.3 The Supervisor re-inspects

监理人重新检验

After the Contractor covers the concealed portion of the Works according to Paragraph 13.4.1 or Paragraph 13.4.2, if the Supervisor has any question on the quality, it can require the Contractor to drill or uncover the covered portion for inspection, and the Contractor shall follow such instructions and re-cover and reinstate such part after inspection. If, through inspection, the works quality is proved to conform to the Contract requirements, the Owner shall undertake the increased Expense and/or t delay in the Construction Period caused there from, and pay reasonable profit to the Contractor. If the works quality does not meet the contract requirements, the increased Expense and/or delay in the Construction Period caused thereby shall be undertaken by the Contractor.

承包人按第 13.4.1 项或第 13.4.2 项覆盖工程隐蔽部位后，监理人对质量有疑问的，可要求承包人对已覆盖的部位进行钻孔探测或揭开重新检验，承包人应遵照执行，并在检验后重新覆盖恢复原状。经检验证明工程质量符合合同要求的，由发包人承担由此增加的费用和/或工期延误，并支付承包人合理利润；经检验证明工程质量不符合合同要求的，由此增加的费用和/或工期延误由承包人承担。

#### 13.4.4 The Contractor covers without authorization

承包人私自覆盖

If the Contractor does not notify the Supervisor for site inspection, and covers the concealed portions of the Works without permission, the Supervisor has the right to instruct the Contractor to drill or uncover for inspection, and the increased Expense and/or delay in the Construction Period caused thereby shall be undertaken by the Contractor.

承包人未通知监理人到场检查，私自将工程隐蔽部位覆盖的，监理人有权指示承包人钻孔探测或揭开检查，由此增加的费用和/或工期延误由承包人承担。

#### 13.5 Elimination of unqualified works

清除不合格工程

13.5.1 If the Works are unqualified due to the Contractor's design error, using unqualified materials or engineering equipment, adopting improper construction technology, or improper construction, the Supervisor can issue instruction at any time, requiring the Contractor to immediately take measures for remediation, until the Works reach the quality standards required by the Contract. The increased Expense and/or delay in the Construction Period caused thereby shall be undertaken by the Contractor.

因承包人设计失误，使用不合格材料、工程设备，或采用不适当的施工工艺，或施工不当，造成工程不合格的，监理人可以随时发出指示，要求承包人立即采取措施进行补救，直至达到合同要求的质量标准，由此增加的费用和/或工期延误由承包人承担。

13.5.2 If the Works are unqualified due to the unqualified materials or engineering equipment

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provided by the Owner, which requires the Contractor to take measures for remediation, the Owner shall undertake the increased Expense and/or delay in the Construction Period caused thereby, and pay reasonable profit to the Contractor.

由于发包人提供的材料或工程设备不合格造成的工程不合格，需要承包人采取措施补救的，发包人应承担由此增加的费用和/或工期延误，并支付承包人合理利润。

#### 14. Test and inspection

试验和检验

##### 14.1 Test and inspection on materials, engineering equipment and project

材料、工程设备和工程的试验和检验

###### 14.1.1 This clause applies to the tests and inspections before the Completion Test.

本款适用于竣工试验之前的试验和检验。

14.1.2 The Contractor shall conduct the tests and inspections on materials, engineering equipment and the Works according to the provisions of the Contract, and provide necessary test data and original records to the Supervisor for the quality inspection of the above materials, engineering equipment and the Works. If the tests and inspections shall be done jointly by the Supervisor and the Contractor according to the provisions of the Contract, the Contractor shall be responsible for providing necessary test data and original records.

承包人应按合同约定进行材料、工程设备和工程的试验和检验，并为监理人对上述材料、工程设备和工程的质量检查提供必要的试验资料和原始记录。按合同约定应由监理人与承包人共同进行试验和检验的，由承包人负责提供必要的试验资料和原始记录。

14.1.3 If the Supervisor does not send any person to participate in the test and inspection according to the provisions of the Contract, unless otherwise instructed by the Supervisor, the Contractor can conduct test and inspection by itself, and shall immediately submit the test and inspection results to the Supervisor. The Supervisor shall sign for confirmation.

监理人未按合同约定派员参加试验和检验的，除监理人另有指示外，承包人可自行试验和检验，并应立即将试验和检验结果报送监理人。监理人应签字确认。

14.1.4 If the Supervisor has any question on the test and inspection results of the Contractor, or requires the Contractor to retest and re-inspect in order to verify the reliability of the test and inspection results of the Contractor, such retest and re-inspection can be done jointly by the Supervisor and the Contractor according to the provisions of the Contracts. If the retest and re-inspection results prove that the quality of such materials, engineering equipment or the Works does not meet the contract requirements, the increased Expense and/or delay in the Construction Period shall be undertaken by the Contractor. If the retest and re-inspection results prove that the quality of such materials, engineering equipment or project meets the contract requirements, the Owner shall undertake the increased Expense and/or delay in the Construction Period, and pay reasonable profit to the Contractor.

监理人对承包人的试验和检验结果有疑问的，或为查清承包人试验和检验成果的可靠性要求承包人重新试验和检验的，可按合同约定由监理人与承包人共同进行。重新试验和检验的结果证明该项材料、工程设备或工程的质量不符合合同要求的，由此增加的费用和/或工期延误由承包人承担；重新试验和检验结果证明该项材料、工程设备和工程符合合同要求，由发包人承担由此增加的费用和/或工期延误，并支付承包人合理利润。

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## 14.2 On-site materials test

### 现场材料试验

14.2.1 For the on-site materials test done by the Contractor according to the provisions of the Contract or the Supervisor's instructions, the Contractor shall provide the test site, test personnel, test equipment and other necessary test conditions.

承包人根据合同约定或监理人指示进行的现场材料试验，应由承包人提供试验场所、试验人员、试验设备器材以及其它必要的试验条件。

14.2.2 When necessary, the Supervisor can use the test site, test equipment and other test conditions of the Contractor to conduct re-checking materials test for the purpose of works quality inspection, and the Contractor shall provide assistance.

监理人在必要时可以使用承包人的试验场所、试验设备器材以及其它试验条件，进行以工程质量检查为目的的复核性材料试验，承包人应予以协助。

During production, manufacturing of the materials and Engineering Equipment procured by the Contractor, the person assigned by the Owner shall be entitled to examine, inspect, measure and test, at the cost of Owner, Contractor shall provide corresponding convenience, the materials and workmanship, and to check the progress of manufacture of the materials and Engineering Equipment procured by the Contractor. The Contractor must obtain from any relevant third party or manufacturer any necessary permission or consent to enable the person assigned by the Owner to attend the test and/or inspection.

承包人所采购的材料和工程设备的生产制造过程中，发包人委派人员有权对材料和工艺进行检查、检验、测量和试验，并对前述材料和工程设备的制造进度进行监督，承包人提供相应便利，费用由发包人承担。承包人负责从任何相关的第三方或制造商处取得必要的许可或同意，以确保发包人委派的人员有资格参加试验和/或检验。

## 14.3 On-site technological test

### 现场工艺试验

The Contractor shall conduct on-site technological test according to the provisions of the Contract or the Supervisor's instructions. For large-scale on-site technological test, when the Supervisor deems necessary, the Contractor shall formulate a plan of technological test measures according to the technological test requirements raised by the Supervisor, and submit the plan to the Supervisor for approval.

承包人应按合同约定或监理人指示进行现场工艺试验。对大型的现场工艺试验，监理人认为必要时，应由承包人根据监理人提出的工艺试验要求，编制工艺试验措施计划，报送监理人批准。

## 15. Change

### 变更

### 15.1 Right to Change

#### 变更权

During the performance of the Contract, after being approved by the Owner, the Supervisor can issue Change instructions required by the Owner to the Contractor according to the Change procedures agreed in Clause 15.3, and the Contractor shall follow such instructions. The Change shall be proposed before the corresponding contents being implemented, otherwise the Owner shall

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undertake the losses suffered by the Contractor. Without the Change instruction of the Supervisor, the Contractor shall not make any Change by itself.

在履行合同过程中，经发包人同意，监理人可按第 15.3 款约定的变更程序向承包人作出有关发包人要求改变的变更指示，承包人应遵照执行。变更应在相应内容实施前提出，否则发包人应承担承包人损失。没有监理人的变更指示，承包人不得擅自变更。

## 15.2 Rationalization proposal of the Contractor

承包人的合理化建议

15.2.1 During the performance of the Contract, any rationalization proposal of the Contractor as required by the Owner's shall be submitted to the Supervisor in Written Form. The contents of a rationalization proposal shall include the detailed description of the proposed work, process schedule, benefit and coordination with other work, and shall be attached with necessary design documents. The Supervisor shall consult with the Owner to determine whether to adopt the proposal or not. If the proposal is adopted and constitutes a Change, a Change instruction shall be issued to the Contractor according to the agreements of Clause 15.3.

在履行合同过程中，承包人对发包人所要求的合理化建议，均应以书面形式提交监理人。合理化建议的内容应包括：建议工作的详细说明、进度计划和效益以及与其它工作的协调等，并附必要的设计文件。监理人应与发包人协商是否采纳建议。建议被采纳并构成变更的，应按第 15.3 款约定向承包人发出变更指示。

15.2.2 If the rationalization proposal raised by the Contractor reduces the Contract Price, shortens the Construction Period or increases the economic benefit of the Works, the Owner can set out in the Special Contract Terms to give rewards according to the relevant state regulations.

承包人提出的合理化建议降低了合同价款、缩短了工期或者提高了工程经济效益的，发包人可按国家有关规定在专用合同条款中约定给予奖励。

## 15.3 Change procedures

变更程序

### 15.3.1 Submission of Change Intent

变更的提出

(1) During the performance of the Contract, the Supervisor can issue letter of Change intent to the Contractor. Such letter of intent shall specify the specific Change contents and the Owner's time requirement for the Change, and shall be attached with necessary related data. The letter of Change intent shall require the Contractor to submit the implementation scheme including the design, plan, measures and completion time of the proposed Changes. If the Owner agrees on Change implementation scheme submitted by the Contractor according to the requirements in a letter of Change intent, the Supervisor shall issue a Change instruction according to the provisions of Paragraph 15.3.3. The Owner shall have the right to request a specific change implementation scheme from another supplier/contractor if the Contractor's submission is not to its satisfaction. The contractor can submit change application to supervisor.

在合同履行过程中，监理人可向承包人发出变更意向书。变更意向书应说明变更的具体内容和发包人对变更的时间要求，并附必要的相关资料。变更意向书应要求承包人提交包括拟实施变更工作的设计和计划、措施和竣工时间等内容的实施方案。发包人同意承包人根据变更意向书要求提交的变更实施方案的，由监理人按第 15.3.3 项约定发出变更指示。如果承包人提交的方案不合乎要求，发包人有权

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要求另一名供应商/承包人提交具体的变更实施方案。承包人可以向监理人提交变更申请。

(3) After receiving the documents issued by the Supervisor according to the provisions of the Contract, if the Contractor thinks there is a request for a Change by the Owner through inspection, it can present a written Change proposal to the Supervisor. Such Change proposal shall clarify the bases for the Change request and the influences of implementing such Change on the Contract Price and the Construction Period, attached with necessary drawings and descriptions. The Supervisor shall study jointly with the Owner after receiving such written proposal from the Contractor, and, if the Change is confirmed, shall issue Change instruction within 7 Days after receiving the written proposal of the Contractor. If the Change is not approved through study, the Supervisor shall give a written reply to the Contractor.

承包人收到监理人按合同约定发出的文件，经检查认为其中存在对发包人要求变更情形的，可向监理人提出书面变更建议。变更建议应阐明要求变更的依据，以及实施该变更工作对合同价款和工期的影响，并附必要的图纸和说明。监理人收到承包人书面建议后，应与发包人共同研究，确认存在变更的，应在收到承包人书面建议后的 7 天内作出变更指示。经研究后不同意作为变更的，应由监理人书面答复承包人。

(3) If the Contractor considers that it is difficult to implement such Change after receiving the letter of Change intent of the Supervisor, it shall immediately notify the Supervisor, explain the reasons and attach detailed bases. The Supervisor shall consult with the Contractor and the Owner to determine canceling, changing or not changing the original letter of Change intent.

承包人收到监理人的变更意向书后认为难以实施此项变更的，应立即通知监理人，说明原因并附详细依据。监理人与承包人和发包人协商后确定撤销、改变或不改变原变更意向书。

### 15.3.2 Valuation of Change

#### 变更估价

The Supervisor shall agree or determine a changed price according to the Clause 3.5. The changed price shall include reasonable profit, and shall consider the rationalization proposal presented by the Contractor according to Clause 15.2.

监理人应按照第 3.5 款商定或确定变更价格。变更价格应包括合理的利润，并应考虑承包人根据第 15.2 款提出的合理化建议。

### 15.3.3 Change instruction

#### 变更指示

(1) A Change instruction can only be issued by the Supervisor.

变更指示只能由监理人发出。

(2) A Change instruction shall describe the Change purpose and scope, changed contents, Change work amount, and the progress, technical requirements of Change and the agreed or determined change price according to Clause 3.5, attached with related drawings and documents. The Contractor shall carry out the Change work according to the Change instruction after receiving it.

变更指示应说明变更的目的、范围、变更内容、变更的工程量及其进度、技术要求和按照第 3.5 款商定或确定的变更价格，并附有关图纸和文件。承包人收到变更指示后，应按变更指示进行变更工作。

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## 16. Price adjustment

### 价格调整

#### 16.1 Adjustment caused by market price fluctuation

##### 物价波动引起的调整

Unless otherwise specified by laws or agreed in the Special Contract Terms, the Contract Price will not be adjusted due to market price fluctuation.

除法律另有规定或专用合同条款另有约定外，将不会因为物价波动对合同价款进行调整。

#### 16.2 Adjustment caused by changes in laws

##### 法律变化引起的调整

After the Base Date, in case of any increase or decrease in the Expenses required by the Contractor for performance of the Contract, due to any changes in laws, Contract Parties negotiate in good faith regarding the bearing of all the risks and costs and the Contract Price shall be adjusted accordingly. The Contractor shall use its reasonable effort to inform the Owner of any upcoming changes in laws that might impact the Contract.

在基准日后，因法律变化导致承包人在合同履行中所需费用发生增减时双方友好协商，价格相应调整。承包人应采取其合理的努力措施通知发包方有关会影响合同的法律变化。

## 17. Contract price and payment

### 合同价款与支付

#### 17.1 Contract price

##### 合同价款

Unless otherwise agreed in the Special Contract Terms,

除专用合同条款另有约定外，

(1) The Contract Price includes the Estimated Contract Price and the adjustment made according to the provisions of the Contract;

合同价款包括预计合同价以及按照合同约定进行的调整；

(2) The Contract Price includes the charges and taxes to be paid by the Contractor according to the legal provisions or the provisions of the Contract;

合同价格包括承包人依据法律规定或合同约定应支付的规费和税金；

(3) The Contract Price is the sole consideration for all such works and supply of all such materials, services and equipment as being required for the proper performance of the Works subject to Clause 15.

合同价格是满足工程正常运营所需的所有材料、服务和设备的唯一考虑。如有因发包方的原因出现技术变更，承包方应得到相应补偿。

If the Contract requires certain portion of the Works to be paid according to the actual completed work amount, measurement and valuation shall be made according to the provisions of the Special Contract Terms, and the Contract Price shall be adjusted accordingly.

合同约定工程的某部分按照实际完成的工程量进行支付的，应按照专用合同条款的约定进行计量和估价，并据此调整合同价款。

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## 17.2 Advance payment

预付款

### 17.2.1 Advance payment

预付款

The advance payment shall be used by the Contractor for the design and construction of the Works, including purchasing materials, engineering equipment, construction equipment, building temporary facilities and organizing the construction team to enter the site. The limit and payment of the advance payment are agreed in the Special Contract Terms. The advance payment must be specifically used for the Contract work.

预付款用于承包人为合同工程的设计和项目实施购置材料、工程设备、施工设备、修建临时设施以及组织施工队伍进场等。预付款的额度和支付在专用合同条款中约定。预付款必须专用于合同工作。

### 17.2.2 Advance payment guarantee

预付款保函

Unless otherwise agreed in the Special Contract Terms, the Contractor shall submit an advance payment guarantee to the Owner at the same time when it receives the advance payment, and the amount guaranteed by the advance payment guarantee shall be equal to the amount of the advance payment.

除专用合同条款另有约定外，承包人应在收到预付款的同时向发包人提交预付款保函，预付款保函的担保金额应与预付款金额相同。

## 17.3 Progress payment

工程进度付款

### 17.3.1 Payment time

付款时间

Unless otherwise agreed in the Special Contract Terms, the progress payment shall be paid monthly. 除专用合同条款另有约定外，工程进度付款按月支付。

### 17.3.2 Payment breakdown table

支付分解表

Unless otherwise agreed in the Special Contract Terms, the Contractor shall summarize and prepare monthly payment breakdown report according to the price structure, expense nature, planned occurrence time, corresponding work amount and other related factors in the price list, pursuant to the following classification and breakdown principles, and in combination with the Contract schedule agreed in Paragraph 4.12.1.

除专用合同条款另有约定外，承包人应根据价格清单的价格构成、费用性质、计划发生时间和相应工作量等因素，按照以下分类和分解原则，结合第 4.12.1 项约定的合同进度计划，汇总形成月度支付分解报告。

(1) Survey and design expense. Break down shall be according to the time and work amount for providing phased achievement document of survey and design.

勘察设计费。按照提供勘察设计阶段性成果文件的时间、对应的工作量进行分解。

(2) Materials and engineering equipment expense. Break down shall be according to different

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phases (concluding entry into the procurement contract, passing site acceptance, installation in place and completion of the Works) and the proportions agreed in the Special Contract Terms.

材料和工程设备费。分别按订立采购合同、进场验收合格、安装就位、工程竣工等阶段和专用条款约定的比例进行分解。

(3) Technical service training expense. Break down shall be according to the unit prices in the price list and in combination with the work amount corresponding to the contract schedule agreed in Paragraph 4.12.1.

技术服务培训费。按照价格清单中的单价，结合第 4.12.1 项约定的合同进度计划对应的工作量进行分解。

(4) Other prices of Works. Except for the price of Works to be measured and paid according to the completed work amount as agreed in Clause 17.1, break down shall be according to the prices in the price list and in combination with the work amount or proportions planned to be completed in the Contract schedule agreed in Paragraph 4.12.1.

其它工程价款。除第 17.1 款约定按已完成工程量计量支付的工程价款外，按照价格清单中的价格，结合第 4.12.1 项约定的合同进度计划拟完成的工程量或者比例进行分解。

The Contractor shall submit the payment breakdown report and the supporting data for generating such payment breakdown report to the Supervisor for approval within 7 Days after receiving the contract schedule approved by the Supervisor, and the Supervisor shall give an official reply or make suggestions for revision within 7 Days after receiving the payment breakdown report submitted by the Contractor. The payment breakdown report approved by the Supervisor shall be contractually binding. If the contract schedule is revised, the payment breakdown table shall be revised correspondingly and submitted to the Supervisor for approval according to the provisions of this Paragraph.

承包人应在收到经监理人批复的合同进度计划后 7 天内，将支付分解报告以及形成支付分解报告的支持性资料报监理人审批，监理人应在收到承包人报送的支付分解报告后 7 天内给予批复或提出修改意见，经监理人批准的支付分解报告为有合同约束力的支付分解表。合同进度计划进行了修订的，应相应修改支付分解表，并按本目规定报监理人批复。

### 17.3.3 Progress payment application form

#### 进度付款申请单

The Contractor shall, before paying each progress payment, submit the progress payment application form to the Supervisor according to the format approved by the Supervisor and the number of copies agreed in the Special Contract Terms, and shall attach corresponding supporting documentary evidences. Unless otherwise agreed in the Contract, the progress payment application form shall include the following contents:

承包人应在每笔进度款支付前，按监理人批准的格式和专用合同条款约定的份数，向监理人提交进度付款申请单，并附相应的支持性证明文件。除合同另有约定外，进度付款申请单应包括下列内容：

(1) The total amount payable in the current period, and the accumulative total amount payable and the total amount of paid progress payment up to the end of the current period;

当期应支付金额总额，以及截至当期期末累计应支付金额总额、已支付的进度付款金额总额；

(2) The total amount payable in the current period according to the payment breakdown table, and the accumulative total amount payable up to the end of the current period;



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当期根据支付分解表应支付金额，以及截至当期期末累计应支付金额；

(3) The amount payable for the finished works measured according to the provisions of Clause 17.1 in the current period, and the accumulative total amount payable up to the end of the current period;  
当期根据第 17.1 款约定计量的已实施项目应支付金额，以及截至当期期末累计应支付金额；

(4) The amount for Change that shall be added or deducted according to Clause 15 in the current period, and the accumulative total changed amount up to the end of the current period;  
当期根据第 15 条应增加和扣减的变更金额，以及截至当期期末累计变更金额；

(5) The claim amount that shall be added or deducted according to Clause 23 in the current period, and the accumulative total claim amount up to the end of the current period;  
当期根据第 23 条应增加和扣减的索赔金额，以及截至当期期末累计索赔金额；

(6) The advance payment amount that shall be added and the returned advance payment amount that shall be deducted according to the provisions of Clause 17.2 in the current period, and the accumulative total amount of returned advance payment up to the end of the current period;  
当期根据第 17.2 款约定应支付的预付款和扣减的返还预付款金额，以及截至当期期末累计返还预付款金额；

(7) The Quality Assurance Deposit amount that shall be deducted according to the provisions of Paragraph 17.4.1 in the current period, and the accumulative total Quality Assurance Deposit amount deducted up to the end of the current period;  
当期根据第 17.4.1 项约定应扣减的质量保证金金额，以及截至当期期末累计扣减的质量保证金金额；

(8) Any other amount that shall be added or deducted according to the Contract in the current period, and the accumulative total added or deducted amount up to the end of the current period.  
当期根据合同应增加或扣减的其它金额，以及截至当期期末累计增加或扣减的金额。

#### 17.3.4 Progress payment certificate and payment time

进度付款证书和支付时间

(1) The Supervisor shall complete the audit within 14 Days after receiving the progress payment application form and corresponding supporting documentary evidences of the Contractor, propose the amount due and payable by the Owner to the Contractor and the corresponding supporting materials. After obtaining the approval of the Owner, the Supervisor shall issue a progress payment certificate endorsed by the Owner to the Contractor. If the Supervisor fails to complete the audit within the above time limit, it shall be deemed as the Supervisor's consent the progress payment application of the Contractor. The Supervisor has the right to audit and deduct any amount corresponding to Contractor's failure to perform any work or duty pursuant to the Contract requirements.

监理人在收到承包人进度付款申请单以及相应的支持性证明文件后的 14 天内完成审核，提出发包人到期应支付给承包人的金额以及相应的支持性材料。经发包人审批同意后，由监理人向承包人出具经发包人签认的进度付款证书。监理人未能在前述时间完成审核的，视为监理人同意承包人进度付款申请。监理人有权核减承包人未能按照合同要求履行任何工作或义务的相应金额。

(2) The Owner shall at the latest pay the progress payment payable to the Contractor within 28 Days after the Supervisor approves the progress payment application form. If the Owner fails to complete audit or gives no reply within the above time limit, it shall be deemed as the Owner's

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consent to the progress payment application. If the Owner fails to pay on schedule, it shall pay liquidated damages for late payment according to the Special Contract Terms.

发包人最迟应在监理人收到进度付款申请单后的 28 天内，将进度应付款支付给承包人。发包人未能在前述时间内完成审批或不予答复的，视为发包人同意进度付款申请。发包人不按期支付的，应按专用合同条款的约定支付逾期付款违约金。

(3) The issuance of the progress payment certificate by the Supervisor shall not be deemed as the Supervisor's consent, approval or acceptance of the related part of work completed by the Contractor.

监理人出具进度付款证书，不应视为监理人已同意、批准或接受了承包人完成的该部分工作。

(4) If the progress payment involves any government investment fund, the relevant national regulations (e.g. national treasury centralized payment) and the provisions in the Special Contract Terms shall be followed.

进度付款涉及政府投资资金的，按照国库集中支付等国家相关规定和专用合同条款的约定执行。

#### 17.3.5 Correction of progress payment

工程进度付款的修正

The Supervisor shall have the right to correct any error, omission or repetition found in summarizing and reviewing all previous progress payment certificates issued, and the Contractor also has the right to propose a correction application. The correction approved by the Supervisor and the Contractor after re-checking shall be paid or deducted in the current progress payment.

在对以往历次已签发的进度付款证书进行汇总和复核中发现错、漏或重复的，监理人有权予以修正，承包人也有权提出修正申请。经监理人、承包人复核同意的修正，应在本次进度付款中支付或扣除。

#### 17.4 Quality Assurance Security Measures

质量保证金

17.4.1 The Supervisor shall retain a Quality Assurance Deposit from each progress payment paid by the Owner according to the provisions of the Special Contract Terms, until the total amount of the Quality Assurance Deposit reaches the amount or proportion agreed in the Special Contract Terms. The calculation limit of the Quality Assurance Deposit shall not include the payment and deduction of the advance payment and the price adjustment amount.

监理人应从发包人的每笔进度付款中，按专用合同条款的约定扣留质量保证金，直至扣留的质量保证金总额达到专用合同条款约定的金额或比例为止。质量保证金的计算额度不包括预付款的支付、扣回以及价格调整的金额。

Alternatively, the Contractor may provide a quality assurance bank guarantee ("Progress Payment Guarantee") issued by a bank acceptable to the Owner in the form satisfactory to the Owner (the "Progress Payment Guarantee") before the Owner makes the first progress payment. The amount of the Quality Assurance Guarantee will be equal to the total amount of the Quality Assurance Deposit as stipulated in the Special Contract Terms. In such circumstance, the Owner shall not retain the Quality Assurance Deposit from each progress payment paid to the Contractor. After the provision of the Quality Assurance Guarantee by the Contractor, the Owner shall return the advance payment bank guarantee to the Contractor.

或者，承包人可在发包人支付首笔进度付款之前，以发包人满意的形式（进度款保函）提供由发包人接受的一家银行所出具的质保金保函（进度款保函）。质保金保函金额等于专用合同条款约定的质量

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保证金总额。在这种情况下，发包人不得从支付给承包人的每笔进度付款中扣留质量保证金。承包人提供质保金保函后，发包人应将预付款银行保函退还给承包人。

17.4.2 When the Defects Liability Period set out in Paragraph 1.1.4.5 expires, the Contractor can apply to the Owner for returning the remaining Quality Assurance Deposit (or Quality Assurance Guarantee, as the case maybe) due to the Contractor, and the Owner shall, jointly with the Contractor, verify whether the Contractor has completed the Defects Liability within 14 Days according to the contents agreed in the Contract. If there is no objection, the Owner shall return the remaining Quality Assurance Deposit (or Quality Assurance Guarantee, as the case maybe) to the Contractor after verification.

在第 1.1.4.5 目约定的缺陷责任期满时，承包人向发包人申请到期应返还承包人剩余的质量保证金（或质保金保函，视情况而定）。发包人应在 14 天内会同承包人按照合同约定的内容核实承包人是否完成缺陷责任。如无异议，发包人应当在核实后将剩余质量保证金（或质保金保函，视情况而定）返还承包人。

17.4.3 During the Defects Liability Period agreed in Paragraph 1.1.4.5, if the Contractor fails to complete the Defects Liability or comply with an instruction for repairs or mitigation of a Defect Liability identified by the Owner within 30 days of such instruction or 3 days for critical components, the Owner shall have the right to liquidate an amount of Quality Assurance Guarantee (or call the Quality Warranty Guarantee, as the case maybe) corresponding to the amount required for the remaining work of the unperformed liability, and shall have the right to request for extending the Defects Liability Period according to the provisions of Clause 19.3 until the remaining work is completed.

在第 1.1.4.5 目约定的缺陷责任期满时，承包人没有完成缺陷责任的、或未在指令发出之日起 30 天内（对于重要部件是 3 天内）遵守修理或减轻发包人指出的缺陷责任的指令，发包人有权扣留与未履行责任剩余工作所需金额相应的质量保证金余额（或质保金保函，视情况而定），并有权根据第 19.3 款约定要求延长缺陷责任期，直至完成剩余工作为止。

## 17.5 Completion settlement

### 竣工结算

### 17.5.1 Completion payment application form

#### 竣工付款申请单

(1) After the issuance of project acceptance certificate, the Contractor shall submit a completion payment application form to the Supervisor according to the number of copies and time limit agreed in the Special Contract Terms, and shall provide the relevant evidentiary materials. Unless otherwise agreed in the Special Contract Terms, the completion payment application form shall include the following contents: total Contract Price of completion settlement, the price of Works already paid by the Owner to the Contractor, the Quality Assurance Deposit to be withheld, and the completion payment amount payable.

工程接收证书颁发后，承包人应按专用合同条款约定的份数和期限向监理人提交竣工付款申请单，并提供相关证明材料。除专用合同条款另有约定外，竣工付款申请单应包括下列内容：竣工结算合同总价、发包人已支付承包人的工程价款、应扣留的质量保证金、应支付的竣工付款金额。

(2) If the Supervisor has any objection to the completion payment application form, it has the right to require the Contractor to correct and provide supplementary information. After the negotiation

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between the Supervisor and the Contractor, the Contractor shall submit corrected completion payment application form to the Supervisor.

监理人对竣工付款申请单有异议的，有权要求承包人进行修正和提供补充资料。经监理人和承包人协商后，由承包人向监理人提交修正后的竣工付款申请单。

#### 17.5.2 Completion payment certificate and payment time

竣工付款证书及支付时间

(1) The Supervisor shall complete the audit within 14 Days after receiving the completion payment application form submitted by the Contractor, propose the price payable by the Owner to the Contractor for examination by the Owner with a carbon copy to the Contractor. The Owner shall complete the audit within 14 Days after receiving it, and then the Supervisor shall issue a completion payment certificate endorsed by the Owner to the Contractor. If the Supervisor fails to audit within the agreed time limit and gives no specific comment, it shall be deemed that the completion payment application form submitted by the Contractor has been examined and approved by the Supervisor. If the Owner fails to audit within the agreed time limit and gives no specific comment, it shall be deemed that the price proposed by the Supervisor to be due and payable by the Owner to the Contractor has been approved by the Owner.

监理人在收到承包人提交的竣工付款申请单后的 14 天内完成核查，提出发包人到期应支付给承包人的价款送发包人审核并抄送承包人。发包人应在收到后 14 天内审核完毕，由监理人向承包人出具经发包人签认的竣工付款证书。监理人未在约定时间内核查，又未提出具体意见的，视为承包人提交的竣工付款申请单已经监理人核查同意；发包人未在约定时间内审核又未提出具体意见的，监理人提出发包人到期应支付给承包人的价款视为已经发包人同意。

(2) The Owner shall pay the account payable to the Contractor within 14 Days after the Supervisor issues the completion payment certificate. If the Owner fails to pay on schedule, it shall pay liquidated damages for late payment to the Contractor according to the provisions in Paragraph 17.3.4(2).

发包人应在监理人出具竣工付款证书后的 14 天内，将应付款支付给承包人。发包人不按期支付的，按第 17.3.4（2）目的约定，将逾期付款违约金支付给承包人。

(4) If the Contractor has any objection to the completion payment certificate endorsed by the Owner, the Owner can issue an interim payment certificate for the portion which the Contractor has agreed in the completion payment application form. For the portion in dispute, the provisions of Clause 24 shall be followed.

承包人对发包人签认的竣工付款证书有异议的，发包人可出具竣工付款申请单中承包人已同意部分的临时付款证书。存在争议的部分，按第 24 条的约定执行。

(5) If the completion payment involves any government investment fund, the provisions in Paragraph 17.3.4(4) shall be followed.

竣工付款涉及政府投资资金的，按第 17.3.4（4）目的约定执行。

#### 17.6 Final settlement

最终结清

##### 17.6.1 Final settlement application form

最终结清申请单

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(1) After the issuance of a Defects Liability Period termination certificate, the Contractor can submit final settlement application form to the Supervisor according to the number of copies and time limit agreed in the Special Contract Terms, and shall provide the relevant evidentiary materials.

缺陷责任期终止证书签发后，承包人可按专用合同条款约定的份数和期限向监理人提交最终结清申请单，并提供相关证明材料。

(2) If the Owner has any objection to the contents of the final settlement application form, it has the right to require the Contractor to correct and provide supplementary information, and the Contractor shall submit corrected final settlement application form to the Supervisor.

发包人对最终结清申请单内容有异议的，有权要求承包人进行修正和提供补充资料，由承包人向监理人提交修正后的最终结清申请单。

#### **17.6.2 Final settlement certificate and payment time**

##### **最终结清证书和支付时间**

(1) The Supervisor shall propose the price payable by the Owner to the Contractor for examination by the Owner with a carbon copy to the Contractor within 14 Days after receiving the final settlement application form submitted by the Contractor. The Owner shall complete the audit within 14 Days after receiving it, and then the Supervisor shall issue a final settlement certificate endorsed by the Owner to the Contractor. If the Supervisor fails to audit within the agreed time limit and gives no specific comment, it shall be deemed that the final settlement application form submitted by the Contractor has been examined and approved by the Supervisor; if the Owner fails to audit within the agreed time limit and gives no specific comment, it shall be deemed that the price proposed by the Supervisor to be paid by the Owner to the Contractor has been approved by the Owner.

监理人收到承包人提交的最终结清申请单后的 14 天内，提出发包人应支付给承包人的价款送发包人审核并抄送承包人。发包人应在收到后 14 天内审核完毕，由监理人向承包人出具经发包人签认的最终结清证书。监理人未在约定时间内核查，又未提出具体意见的，视为承包人提交的最终结清申请已经监理人核查同意；发包人未在约定时间内审核又未提出具体意见的，监理人提出应支付给承包人的价款视为已经发包人同意。

(2) The Owner shall pay the account payable to the Contractor within 14 Days after the Supervisor issues the final settlement certificate.

发包人应在监理人出具最终结清证书后的 14 天内，将应支付款支付给承包人。

(3) If the Contractor has any objection to the final settlement certificate endorsed by the Owner, the provisions in Clause 24 shall be followed.

承包人对发包人签认的最终结清证书有异议的，按第 24 条的约定执行。

(4) If the final settlement payment involves any government investment fund, the provisions in Paragraph 17.3.4(4) shall be followed.

最终结清付款涉及政府投资资金的，按第 17.3.4（4）目的约定执行。

#### **18. Completion test and completion acceptance**

##### **竣工试验和竣工验收**

##### **18.1 Completion test**

###### **竣工试验**

18.1.1 The Contractor shall carry out the Completion Test after submitting documents according to

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Clauses 5.5 and 5.6.

承包人按照第 5.5 款和第 5.6 款提交文件后，进行竣工试验。

18.1.2 The Contractor shall notify the Supervisor of the date when the Completion Test can start and the Completion Test program **【7】** Days in advance, and the Supervisor shall, within **【5】** Days thereafter, raise its suggestions and comments thereon and determine the specific time of the Completion Test. The Contractor shall, at its own cost, amend the Completion Test program in line with the suggestions and comments raised by the Owner. The Completion Test program shall, after confirmed by the Supervisor, be taken as an appendix to the Contract and shall be implemented by the Contractor. The Contractor shall provide the Owner with 3 copies of the completion Test program 5 days immediately preceding the commencement of the Completion Test. Unless otherwise agreed in the Special Contract Terms, the Completion Test shall be carried out according to the following order:

承包人应提前**【7】**天将可以开始进行竣工试验的日期通知监理人，监理人应在该日期后**【5】**天内，提出相关的建议和意见，并确定竣工试验具体时间。承包人应根据发包人提出的建议和意见修改竣工试验方案，并自行承担费用。竣工试验方案经监理人确认后，作为本合同的附录，由承包人负责实施。承包人应在竣工试验开始前5天向发包人提供3份竣工试验方案的副本。除专用合同条款中另有约定外，竣工试验应按下述顺序进行：

(1) Stage I, the Contractor shall carry out appropriate inspections and functional tests, to ensure each engineering equipment can meet the Contract requirements and can enter into the test of next stage safely;

第一阶段，承包人进行适当的检查和功能性试验，保证每一项工程设备都满足合同要求，并能安全地进入下一阶段试验；

(2) Stage II, the Contractor shall carry out tests, to ensure the Works or Individual Works can meet the Contract requirement and can run safely under all available operation conditions;

第二阶段，承包人进行试验，保证工程或区段工程满足合同要求，在所有可利用的操作条件下安全运行；

(3) Stage III, when the works can run safely, the Contractor shall notify the Supervisor and can carry out other Completion Tests, including various performance tests, to prove that the works can meet the guaranteed performance indicators listed in the Owner's requirements.

第三阶段，当工程能安全运行时，承包人应通知监理人，可以进行其它竣工试验，包括各种性能测试，以证明工程符合发包人要求中列明的性能保证指标。

18.1.3 The Contractor shall carry out the test running of the Works and engineering equipment according to the provisions of the Contract agreements. The necessary conditions required by the test running such as personnel, equipment, materials, fuels, power, consumables and tools, as well as costs of test running etc. shall be specified by the Special Contract Terms.

承包人应按合同约定进行工程及工程设备试运行。试运行所需人员、设备、材料、燃料、电力、消耗品、工具等必要的条件以及试运行费用等由专用合同条款规定。

18.1.4 If any completion test fails to pass, the Contractor shall make correction pursuant to the Supervisor's instruction within a time limit and undertake corresponding liabilities agreed in the Contract.

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某项竣工试验未能通过的，承包人应按照监理人的指示限期改正，并承担合同约定的相应责任。

## 18.2 Application report for completion pre-acceptance

### 竣工预验收申请报告

When the Works meet the following conditions, the Contractor may submit an application report for Completion Pre-acceptance to the Supervisor:

当工程具备以下条件时，承包人即可向监理人报送竣工预验收申请报告：

(1) Except for the closing (unfinished) Works and defect & repair work agreed to be included in the Defect Liability Period by the Supervisor, all the Individual Works and relevant works within the scope of the Contract, including tests and Completion Tests required by the Contract, have been completed and comply with the Contract requirements;

除监理人同意列入缺陷责任期内完成的尾工（甩项）工程和缺陷修补工作外，合同范围内的全部区段工程以及有关工作，包括合同要求的试验和竣工试验均已完成，并符合合同要求；

(2) The completion documents that comply with the requirements have been prepared according to the contents and copies agreed in the Contract;

已按合同约定的内容和份数备齐了符合要求的竣工文件；

(3) The list and corresponding construction schedule for the closing (unfinished) Works and defect & repair works to be completed in the Defect Liability Period have been prepared according to the Supervisor's requirements;

已按监理人的要求编制了在缺陷责任期内完成的尾工（甩项）工程和缺陷修补工作清单以及相应施工计划；

(4) Any other work that shall be completed before the Completion Acceptance required by the Supervisor;

监理人要求在竣工验收前应完成的其它工作；

(5) The data list of the Completion Acceptance that shall be submitted required by the Supervisor.

监理人要求提交的竣工验收资料清单。

## 18.3 Completion pre-acceptance

### 竣工预验收

The Supervisor, after receiving the application report for Completion Pre-acceptance submitted by the Contractor according to the provisions of Clause 18.2, shall review various contents of the application report and handle it according to different cases as follows.

监理人收到承包人按第 18.2 款约定提交的竣工预验收申请报告后，应审查申请报告的各项内容，并按以下不同情况进行处理。

18.3.1 If the Supervisor after review considers that the conditions for Completion Pre-acceptance are not met, it shall notify the Contractor within **【5】** Days after receiving the application report for Completion Pre-acceptance, pointing out the work that still need to be done by the Contractor before issuance of a acceptance certificate. The Contractor, after finishing all the work notified by the Supervisor, shall re-submit the application report for Completion Pre-acceptance until consent by the Supervisor.

监理人审查后认为尚不具备竣工预验收条件的，应在收到竣工预验收申请报告后的 **【5】** 天内通知承

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包人, 指出在颁发接收证书前承包人还需进行的工作内容。承包人完成监理人通知的全部工作内容后, 应再次提交竣工预验收申请报告, 直至监理人同意为止。

18.3.2 If the Supervisor agrees the application report for completion pre-acceptance submitted by the Contractor, it shall, within 5 Days after receiving the application report for completion pre-acceptance, submit the Owner to carry out the pre-acceptance of the Works.

监理人同意承包人提交的竣工预验收申请报告的, 应在收到该竣工预验收申请报告后的 5 天内提请发包人进行工程预验收。

18.3.3 If the Owner agrees to accept the Works after acceptance, the Supervisor, within 【10】Days after receiving the application report for Completion Pre-acceptance, shall issue an acceptance certificate endorsed by the Owner to the Contractor. If the Owner agrees to accept the Works after pre-acceptance but proposes some repair and improvement requirements, the Works shall be repaired within a time limit while the issuance of the acceptance certificate shall be delayed. After completion of the repair and improvement work, if the Works meet the requirements under are the Supervisor's re-checking, the Supervisor shall issue the acceptance certificate to the Contractor after consent by the Owner.

发包人经过验收后同意接受工程的, 应在监理人收到竣工预验收申请报告后的【10】天内, 由监理人向承包人出具经发包人签认的工程接收证书。发包人验收后同意接收工程但提出整修和完善要求的, 承包人应限期修好, 并缓发工程接收证书。整修和完善工作完成后, 监理人复查达到要求的, 经发包人同意后, 再向承包人出具工程接收证书。

18.3.4 If the Owner disagrees to accept the Works after pre-acceptance, the Supervisor shall, according to the pre-acceptance opinions of the Owner, give directions and require the Contractor to carefully rework the unqualified works or make remedy at the cost of the Contractor. The Contractor, after completing the reworks or remedial works of the unqualified Works, shall re-submit the application report for Completion Pre-acceptance, and follow the provisions of Paragraph 18.3.1, 18.3.2 and 18.3.3.

发包人预验收后不同意接收工程的, 监理人应按照发包人的预验收意见发出指示, 要求承包人对不合格工程认真返工重作或进行补救处理, 并承担由此产生的费用。承包人在完成不合格工程的返工重作或补救工作后, 应重新提交竣工验收申请报告, 按第 18.3.1 项、第 18.3.2 项和第 18.3.3 项的约定进行。

18.3.5 Unless otherwise agreed in the Special Contract Terms, the actual Completion Date of the Works after passing the pre-inspection shall be the date of submitting the application report for Completion Pre-acceptance, which shall be specified in the acceptance certificate.

除专用合同条款另有约定外, 经预验收合格工程的实际竣工日期, 以提交竣工预验收申请报告的日期为准, 并在工程接收证书中写明。

18.3.6 Unless otherwise agreed in the Special Contract Terms, no failure of the Supervisor or the Owner in giving reply or consent within the time limit specified in this Paragraph 18.3 shall be deemed that the pre-acceptance is qualified.

除专用合同条款另有约定外, 监理人或发包人在第 18.3 款约定的时间期限内未作出答复或批复的, 视为预验收合格。



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## 18.4 Commissioning

### 试运行

#### 18.4.1 Contractor's Obligations

##### 承包人的义务

(1) When the Works meet the conditions to the System's 7\*24 Hours Commissioning, the Contractor shall issue a 10 Days prior notice to the Supervisor and the Owner.

工程满足系统 7\*24 小时试运行的条件时, 承包人应提前 10 天通知监理人和发包人。(2) The Contractor shall give trainings to the its personnel regarding the System's 7\*24 Hours Commissioning, and make disclosures to them regarding the operation procedures, site environment, operation rules and emergency treatment measures of such commissioning.

承包人应对人员进行系统 7\*24 小时试运行培训, 介绍调试的操作程序、现场环境、操作规程和应急处理措施等。

(3) Such commissioning shall be organized and carried out by the Contractor

试运行应由承包人负责组织和实施。

(4) The Owner and/or the Supervisor shall be obligated to give safety education to its management personnel and operation/repair personnel regarding the safety procedures, safety system and safety measures under the confirmed commissioning program, and, at its own costs, provide the personnel who participate in supervision and inspection with the protective facilities.

发包人和/或监理人有义务向其管理人员和操作/维修人员就已确认的调试方案所包含的安全步骤、安全体系和安全措施进行培训, 并自费向参与监督和检查的人员提供防护设备。

#### 18.4.2 Commissioning Requirements

##### 试运行要求

The System's 7\*24 Hours Commissioning shall be carried out in accordance with the *Code for Acceptance of Photovoltaic Power Project* (GB/T 50796-2012).

系统 7\*24 小时试运行应按照《光伏发电工程验收规范》(GB/T 50796-2012) 进行。

Such personnel, equipment, materials, electric power and other essential conditions as required for such commissioning and the costs and expenses for such commissioning shall be borne by the Contractor.

试运行所需的人员、设备、材料、电力等基本条件以及试运行的费用和开支, 应由承包人承担。

The system's commissioning shall be carried out in the following order:

系统试运行应按以下顺序进行:

(1) The full set launch test which shall include the specified operation test to prove the Works or the Section Works can be operated under all the available operation conditions.

成套设备启动试验, 包括指定的用于证明“工程或区段工程能在所有可利用的操作条件下安全运行”的特定运行试验。

(2) The System's 7\*24 Hours Commissioning which shall prove the Works run reliably and accord with the requirements of the Contract.

系统 7\*24 小时试运行, 用于证明“工程能够可靠且符合合同约定地运行”。

#### 18.4.3 System's 7\*24 Hours Commissioning Failure

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系统 7\*24 小时试运行失败

If the Works fail the System's 7\*24 Hours Commissioning, the Owner shall have the right:

如果工程系统 7\*24 小时试运行失败，发包人有权：

(1) to order to once again carry out the System's 7\*24 Hours Commissioning; and

下令再次进行系统 7\*24 小时试运行；以及

(2) to reject the Works (as the case may be) if the System's 7\*24 Hours Commissioning failure makes the Owner to substantially lose the whole benefits of the Works, in which case the Owner shall have the right to take the remedial measures as same as those applicable in the case of failure to remedy defect and enforce the relevant sanction clause.

如果系统 7\*24 小时试运行失败，导致发包人实质上完全无法实现工程的整体利润，发包人有权拒绝接收工程（视情况而定），在这种情况下，发包人有权采取适当的补救措施，修复缺陷并执行相关的制裁条款。

#### 18.4.4 Interference with System's 7\*24 Hours Commissioning

系统 7\*24 小时试运行的干扰

If the System's 7\*24 Hours Commissioning has been interfered for more than 3 Days for a reason attributable to the Owner, the Contractor shall issue a notice to the Owner, and:

由于发包人的原因，导致系统 7\*24 小时试运行受到 3 天以上的干扰，承包人应向发包人发出通知，并：

(1) have the right to enjoy an extended period against any delay if the completion of the Works has been or will be affected by such delay;

如果工程竣工已会或将会受到前述延误的影响，承包人有权要求延长工期；

(2) have the right to claim that the losses arising there from should be assumed by the Owner; and  
有权要求发包人承担由此产生的损失；并

(3) have the right to enforce the relevant payment which should not be affected.

有权要求发包人支付不应受到前述干扰影响的相关款项。

The Owner shall, after receiving such notice, agree or determine the matters pursuant to Clause 3.5.

发包人在收到通知后，应按照第 3.5 款的约定商定或确定相关事宜。

#### 18.5 System's Performance Test

系统性能测试

##### 18.5.1 System's Performance Test Procedures

系统性能测试程序

After a system passes the 7\*24 Hours Commissioning, the system shall undergo a performance test within the subsequent 15 days. The Owner shall be responsible for the performance test, and the Contractor shall assign its personnel with proper qualification and experience to participate therein, and assist the Owner to conduct related tests under the guidance of the Owner and both Parties shall both check & confirm the on-site test data.

系统通过 7\*24 小时调试之后，应在随后的 15 天内进行性能测试。性能测试由发包人负责实施，承包人应指派具有适当资质和经验的人员参加，并在发包人指导下协助发包人进行相关测试，双方需对现

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场测试数据进行共同确认。

The system's performance shall attain and satisfy the performance requirements set out in Appendix 3 (Performance Test). In the event that the Contractor is unable to attain and satisfy the performance requirements set out in Appendix 3 (Performance Test) the Contractor shall become liable to pay the performance Liquidated damages (the "Performance Liquidated Damages") in accordance with the provisions in the Special Terms.

系统性能应达到并满足附录 3（性能测试）中约定的性能要求。承包人无法达到并满足附录 3（性能测试）中约定的性能要求的，应按照专用合同条款的约定缴纳履约违约金（“履约违约金”）。

The Owner shall, 10 days in advance, notify the Contractor of the date on which the system's performance test will commence. Unless otherwise agreed, such test shall be carried out on such day or during such days as determined by the Owner within two weeks immediately following the notified date.

发包人应提前 10 天将系统性能测试开始的日期通知承包人。除非另有约定，应于通知之日后的两周内在发包人确定的一日进行系统性能测试。

The Owner shall be responsible for sorting out the result of the system's performance test and preparing a detailed report.

发包人应负责对系统性能测试的结果进行整理，并撰写详细的报告。

When the system's performance test meets the performance requirements set out in Appendix 3 (Performance Test), it means that the system passes the performance test and the Owner shall, within two weeks immediately after its sending of the performance test report, issue a system's performance test acceptance certificate to the Contractor.

一旦系统性能测试达到附录 3（性能测试）中规定的性能要求时，即表明系统通过了性能测试；发包人应在发出性能测试报告后的两周内，向承包人颁发系统性能测试接收证书。

#### 18.5.2 Re-test

重新测试

If the Works fail the system's performance test,

如果工程没有通过系统性能测试，

(1) the Contractor shall rectify, perfect and patch any defect identified during work in order to make the Works satisfy the purpose set out in the Contract; and

承包人应对工程进行期间发现的缺陷实施纠正、完善和补救，以使工程达到合同中约定的使用目的；且

(2) either Party can demand a re-carry out such test which has failed, and carry out the system's performance test of any relevant works, under the same terms and conditions.

合同的任何一方均有权要求重新进行性能测试，在相同试验条件下对任何相关工程再次进行系统性能测试。

If such failed test and the re-test are due to any reason attributable to the Contractor to the extent of increasing the Owner's costs, the Contractor shall reimburse the Owner for such direct costs. The Contractor shall have the right to review the Owner's cost.

如果系统性能测试失败和重新测试是由于承包人的原因所致，导致发包人的直接费用增加，承包人应向发包人赔偿这些费用。承包方有权利审核该项发包方的费用。

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### 18.5.3 System's Performance Test Failure

#### 系统性能测试失败

If it is true that: 如果发生以下情况:

the Works fail any or all of the system's performance tests;

工程的任何一项或者全部系统性能测试失败;

it is set out in the Contract that such test failure can qualify the amount of certain non-performance damages (or the calculation method thereof has been specified, see Appendix 3 (Performance Test) to the Owner's Requirements; and

合同中约定, 发生系统性能测试失败的, 应向发包人支付一笔履约违约赔偿金 (或者, 赔偿金的计算方法在附录 3 (性能测试) 中指明; 且

(2) the Contractor has paid such amount to the Owner upon request;

承包人按照要求已向发包人支付了这笔款项;

the Works shall be deemed as having passed such system's performance tests, which will be confirmed by the Contract Parties in writing.

工程应被视为已通过系统性能测试, 并由双方书面确认。

If the Works fail a system's performance test and the Contractor suggests to adjust or amend the Works, the Owner (or its representative) can instruct the Contractor to grant an access to the Works until it is convenient to the Owner. In such case, the Contractor shall, within the reasonable timeframe for the Owner's notice from the Owner (or its representative), continue to be responsible for such adjustment or amendment and for performance of such test.

如果工程的系统性能测试失败, 承包人建议对工程作出调整或修改, 发包人 (或其代表) 可指示承包人授予访问工程的权利, 直至对此感到满意。这种情况下, 承包人应在发包人 (或其代表) 通知的合理时限之内, 负责负责进行此类调整或修改, 并继续实施系统性能测试。

### 18.6 Completion Acceptance

#### 竣工验收

#### 18.6.1 Completion Acceptance Report and Complete As-built Materials

##### 竣工验收报告和完整的竣工资料

After the Works satisfy the applicable provisions on acceptance of the Works under Clause 18.3 and/or a performance test/check acceptance certificate has been issued pursuant to Clause 18.5 and the punch works and defect rectification have been consummated, the Contractor shall, upon the inspection-before-acceptance by the Owner or the Supervisor and on the basis of the completion test's inspection and acceptance and the system's performance test, submit the following complete as-built materials:

工程符合第 18.3 款约定的工程验收适用规定, 且/或已按照第 18.5 款约定颁发性能测试/检验合格证书并完成冲孔工程和缺陷修复工作的, 承包人应在发包人或监理人完成预验收之后, 根据竣工试验验收和系统性能测试的结果, 提交完整的竣工资料如下:

(1) the evidence that the covenants on civil engineering design under the Contract have been satisfied; 合同项下约定的土建工程设计已达到要求的证明;

(2) the complete technical files and construction management materials;

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完整的技术资料和施工管理资料；

(3) the entry test reports for such main building materials, architectural components and equipment as used in the Works;

工程中使用的主要建筑材料、建筑部件和设备的入场检测报告；

(4) the quality certificates issued by the survey, design, construction and project supervision entities, respectively; and

由测量、设计、施工、工程监理单位分别出具的质量证明文件；以及

(5) the Project warranty issued by the Contractor.

由承包人签发的项目质量保证书。

The Owner shall, within 7 days immediately following its receipt of the Completion Acceptance report and the complete as-built materials, raise its modification opinion or confirmation, and the Contractor shall effect the modification at its own costs.

发包人应在收到竣工验收报告和完整的竣工资料之后的 7 天内，提出修改意见或予以确认；承包人应当自费进行修改。

#### 18.6.2 Completion Acceptance

##### 竣工验收

(1) Completion Acceptance Organized by Owner. Pursuant to Clause 18.6.1, the Owner shall, within 14 Days immediately after the Completion Acceptance report and the complete as-built materials are confirmed, organize the Completion Acceptance and give its approval or raise its modification opinion within 14 Days immediately following the Completion Acceptance.

发包人组织竣工验收。根据第 18.6.1 项约定，发包人应在竣工验收报告和整套竣工资料获得确认之后的 14 天内组织竣工验收，并在竣工验收结束之后的 14 天内作出批复或提出修改意见。

(2) Delayed Organization of Completion Acceptance. Pursuant to Clause 18.6.22, if and when the Owner fails to organize the Completion Acceptance within 14 Days immediately after the Completion Acceptance report and the complete as-built materials are confirmed, the Owner and the Contractor shall enter into the completion settlement pursuant to Article 17.5.

推迟组织竣工验收。根据第 18.6.22 项约定，发包人未在竣工验收报告和整套竣工资料获得确认之后的 14 天内组织竣工验收的，发包人和承包人应按第 17.5 款约定进入竣工结算阶段。

(3) If the Owner fails to organize the Completion Acceptance within 14 Days immediately after such Completion Acceptance report of the Project and the complete as-built materials as submitted by the Contractor are confirmed or fails to give its approval or raise its modification opinion within 14 Days immediately following the Completion Acceptance, it shall be deemed that the Works have passed the Completion Acceptance.

如果发包人未在承包人提交的竣工验收报告和整套竣工资料获得确认之后的 14 天内组织竣工验收、或者未在竣工验收结束之后的 14 天内作出批复或提出修改意见，应视为工程已通过竣工验收。

(4) Any Completion Acceptance shall be carried out in accordance with the *Code for Acceptance of Photovoltaic Power Project* (GB/T 50796-2012). If a governmental acceptance is needed, the Completion Acceptance shall be a part of the Governmental Acceptance. All the acceptance and evaluation standards used in the Completion Acceptance shall comply with the standards of the

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Governmental Acceptance. All the Completion Acceptance data provided by the Owner and the Contractor for the Completion Acceptance shall comply with the standards of the Governmental Acceptance.

任何竣工验收均应按照《光伏发电工程验收规范》（GB / T 50796-2012）进行。需要国家验收的，竣工验收应作为国家验收的一部分。竣工验收所使用的验收评价标准应符合国家验收标准。发包人和承包人所提供的竣工验收资料应符合国家验收标准。

### 18.6.3 Section works acceptance

#### 区段工程验收

If, according to the progress schedule under the Contract, there is a need to use any already-completed Section Works before the completion of all the Works, or if requested by the Contractor with the Owner's consent, the Owner may carry out the acceptance of such Section Works. The procedure of acceptance shall be carried out according to the provisions above. After the Section Works pass the acceptance, the Supervisor shall issue an acceptance certificate for Section Works endorsed by the Owner to the Contractor. The Owner shall be liable for caring for the Section Works with the acceptance certificate issued. The acceptance results and conclusions for the Section Works shall be the annexes to the application report for Completion Acceptance for all the Works.

发包人根据合同进度计划安排，在全部工程竣工前需要使用已经竣工的区段工程时，或承包人提出经发包人同意时，可进行区段工程验收。验收的程序可参照上文约定进行。区段工程验收合格后，由监理人向承包人出具经发包人签认的区段工程验收证书。已签发区段工程接收证书的区段工程由发包人负责照管。区段工程的验收成果和结论作为全部工程竣工验收申请报告的附件。

18.6.4 If the Contractor's Expenses increase due to Owner's use of the Section Works that have been accepted before the Completion of all the Works, the Owner shall undertake any increased Expense and/or delay in the Construction Period caused thereby and pay the Contractor the reasonable profit.

发包人在全部工程竣工前，使用已接收的区段工程导致承包人费用增加的，发包人应承担由此增加的费用和/或工期延误，并支付承包人合理利润。

### 18.7 Operation during the construction period

#### 施工期运行

18.7.1 The operation during the Construction Period shall means that, before the full completion of the Works hereof, one or several Section Works or engineering equipment installations have been completed which shall be put into operation during the Construction Period according to the provisions of Special Contract Terms, then they may be put into operation during the Construction Period only after being accepted as qualified and proved to be safe by the Owner according to the provisions of Clause 18.5.

施工期运行是指合同工程尚未全部竣工，其中某项或某几项区段工程或工程设备安装已竣工，根据专用合同条款约定，需要投入施工期运行的，经发包人按第 18.5 款的约定验收合格，证明能确保安全后，才能在施工期投入运行。

18.7.2 In case of any damage or defect in the Works or engineering equipment in the operation during the Construction Period, it shall be repaired by the Contractor according to the provisions of Clause 19.2.

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在施工期运行中发现工程或工程设备损坏或存在缺陷的，由承包人按第 19.2 款约定进行修复。

## 18.8 Completion clearance

### 竣工清场

18.8.1 Unless otherwise agreed in the Contract, after issuance of the acceptance certificate for the Works, the Contractor shall clear the Construction Site according to the following requirements until being inspected as qualified by the Supervisor. The cost of completion clearance shall be undertaken by the Contractor.

除合同另有约定外，工程接收证书颁发后，承包人应按以下要求对施工场地进行清理，直至监理人检验合格为止。竣工清场费用由承包人承担。

(1) All residual wastes in the Construction Site have been removed;

施工场地内残留的垃圾已全部清除出场；

(2) The Temporary Works have been dismantled and the Site has been cleared, leveled or restored according to the Contract requirements;

临时工程已拆除，场地已按合同要求进行清理、平整或复原；

(3) The Contractor's equipment and surplus materials (including abandoned construction equipment and materials) that shall be withdrawn according to the provisions of the Contract agreements have been withdrawn from the Construction Site on schedule;

按合同约定应撤离的承包人设备和剩余的材料，包括废弃的施工设备和材料，已按计划撤离施工场地；

(4) All construction debris around the construction Works and in surrounding roads and riverways have been cleared according to the Supervisor's directions;

工程建筑物周边及其附近道路、河道的施工堆积物，已按监理人指示全部清理；

(5) All other Site clearance works directed by the Supervisor have been completed.

监理人指示的其它场地清理工作已全部完成。

18.8.2 If the Contractor fails to restore the temporary occupied land according to the Supervisor's requirements or the Site clearance fails to reach the provisions of the Contracts, the Owner shall have the right to commission others to restore or clear the Site, and any amount caused thereby shall be deducted from the payment payable to the Contractor.

承包人未按监理人的要求恢复临时占地，或者场地清理未达到合同约定的，发包人有权委托其他人恢复或清理，所发生的金额从拟支付给承包人的款项中扣除。

## 18.9 Withdrawal of construction teams

### 施工队伍的撤离

Within 56 Days after issuing the acceptance certificate for the Works, except for the personnel, construction equipment and Temporary Works that shall continue to work or be used during the Defect Liability Period which shall be agreed by the Supervisor, all other personnel, construction equipment and Temporary Works shall be withdrawn from the Construction Site or removed. Unless otherwise agreed in the Contract, when the Defect Liability Period expires, all the Contractor's personnel and construction equipment shall all be withdrawn from the Construction Site.

工程接收证书颁发后的 56 天内，除了经监理人同意需在缺陷责任期内继续工作和使用的人员、施工设备和临时工程外，其余的人员、施工设备和临时工程均应撤离施工场地或拆除。除合同另有约定外，

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缺陷责任期满时，承包人的人员和施工设备应全部撤离施工场地。

## **19. Defect liability and warranty liability**

### **缺陷责任与保修责任**

#### **19.1 Starting time of defect liability period**

##### **缺陷责任期的起算时间**

The Defect Liability Period shall commence from the actual completion date. Before the Completion Acceptance of all the Works, for any Individual Works accepted by the Owner in advance or the Works that enter into operation during the Construction Period, the starting time of their Defect Liability Period shall be advanced to the corresponding Completion Date of Works. Subject to 19.3 the Defect Liability Period shall be 24 months from the Completion Date of Works or the time that the Contractor has paid the Performance Liquidated Damages according to Clause 18.5 to the Owner, and not be longer than 36 months from the Completion Date.

缺陷责任期自实际竣工日期起计算。在全部工程竣工验收前，已经发包人提前验收的区段工程或进入施工期运行的工程，其缺陷责任期的起算日期相应提前到相应工程竣工日。受限于第 19.3 条约定，缺陷责任期为完工之日或承包人参照 18.5 条向发包方支付了性能违约金之日起 24 个月并不超过完工之日起 36 个月。

#### **19.2 Defect liability**

##### **缺陷责任**

19.2.1 The Contractor shall undertake the Defect Liability for the Works that have been delivered for use within the Defect Liability Period.

承包人应在缺陷责任期内对已交付使用的工程承担缺陷责任。

19.2.2 Within the Defect Liability Period, the Owner shall be liable for the daily maintenance of the Works that have been accepted and used. If the Owner, during the use, finds any new defect or repeated damage to the repaired defective position or parts in the Works that have been accepted, the Contractor shall be liable for repair until the inspection has been passed. The expenses arising out of repair shall be borne by the Contractor except if the defect is due only to the Owner's fault.

缺陷责任期内，发包人对已接收使用的工程负责日常维护工作。发包人在使用过程中，发现已接收的工程存在新的缺陷或已修复的缺陷部位或部件又遭损坏的，承包人应负责修复，直至检验合格为止。非因发包方的错误而由此产生的费用，由承包方承担。

19.2.3 If the Contractor fails to repair the defect within time limits provided in Paragraph 17.4.3, the Owner shall repair by itself or commission others to repair, and the costs and profits required thereby shall be assumed according to the provisions of Paragraph 19.2.2.

承包人不能在第 17.4.3 项约定的时间内修复缺陷的，发包人可自行修复或委托其他人修复，所需费用和利润的承担，按第 19.2.2 项约定执行。

19.2.4 If it is necessary to replace or repair any defective equipment, to which the Contractor is liable and which results in that the equipment under the Contract stops running, the Warranty Period shall be extended to the extent equal to the time delayed as a result of the de facto repair or replacement. (Not Used)

由承包人负责的设备发现缺陷，导致合同项下的设备停止运行，需要进行更换或修理的，保修期应根据实际修理或更换设备发生的延误相应延长。（不适用）



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19.2.5 If one or more indicators specified in the Contract (including performance ratio as per Owner's requirement) cannot be met the guaranteed performance test within 12 months after the Grid Connection Date, to which the Contractor is liable, the Contractor shall pay the liquidated damages.

合同约定的一个或多个指标（包括按照发包人的要求规定的性能效率）未能在并网日后 12 个月内达到，承包人应支付违约金。

After paying the liquidated damages for Initial performance test set out in Article 18.5 in accordance with Appendix 8 (Performance Liquidated Damages), the Contractor shall not be liable for system perfection and even equipment replacement made for the photovoltaic power station.

按附录 8（履约违约金）支付第 18.5 条规定的初始系统性能测试的违约金后，承包人不需对光伏电站的系统完善以及设备更换承担责任。

If the actual performance ratio fails to reach the minimum value specified in the Contract (except for the reason caused by any defect or quality issue in the products provided by the Owner or the products supplied by its appointed supplier), the Owner shall have the right to reject the photovoltaic power station. i.e. the Owner shall have the right to demand the Contractor to refund all the payments for the Contract Price that have been received by the Contractor, and the Contractor to bear all such direct losses, expenses (including those for replacement and installation) and indemnifications for breach of the Contract as arising and incurred by the Owner there for.

如果实际性能效率达不到合同规定的最低数值（发包人提供的产品或其指定供应商提供的产品存在缺陷或质量问题引起的除外），发包人有权拒绝接收光伏电站，即：发包人有权要求承包人退还收到的全部合同价款，由承包人承担所有直接损失和费用（包括更换和安装费用）并赔偿因违反合同而导致发包人遭受的直接损失。

### 19.3 Extension of Defect Liability Period

缺陷责任期的延长

If any Works or engineering equipment fails to be used for the original purposes and requires another inspection, test and repair due to a defect or damage attributable to the Contractor, the Defect Liability Period of such repaired parts or equipments shall commence from the completion date of repair of such defect or damage, provided that the Defect Liability Period of such repaired parts or equipment shall be no longer than 36 months from the Completion Date in any case.

由于承包人原因造成的缺陷或损坏，导致某项工程或工程设备不能按原定目标使用，需要再次检查、检验和修复的，被修复的部件和设备缺陷责任期应从修复该缺陷或损坏的完成日期开始计算，但被修复的部件和设备缺陷责任期在任何情况下最长不超过完工日后 36 个月。

### 19.4 Design Issues

设计问题

If, at any time prior to the expiry of the applicable design life period set out in the Owner's Technical Requirements, within the Defect Liability Period, a design defect is discovered in one section of the Works, then upon receipt of a written notice from the Owner, the Contractor must, at its own cost, repair that design defect both in the section where it has been discovered and in all other sections of the Works where that design, or an equivalent design, has been used. ]

发包人技术要求中规定的适用设计寿命期满之前的任何时间，质保期内，在项目的某个部分发现设计

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缺陷的，承包人应在收到发包人的书面通知后，对该设施发现缺陷的部分以及该设施所有使用缺陷设计或者同等设计的其它部分进行修复，费用由承包人自行承担。]

### 19.5 Further tests and test running

进一步试验和试运行

After the repair of any defect or damage, if inspection proves that the use performance of the Works or engineering equipment is affected, the Contractor shall re-carry out the tests and test running agreed in the Contract, and all costs of tests and test running shall be undertaken by the liable party. 任何一项缺陷或损坏修复后，经检验证明其影响了工程或工程设备的使用性能，承包人应重新进行合同约定的试验和试运行，试验和试运行的全部费用应由责任方承担。

### 19.6 Contractor's access right

承包人的进入权

Within the Defect Liability Period, the Contractor, for the needs of defect repair works, shall have the right to access to the works site but shall observe the Owner's security and confidentiality rules. 缺陷责任期内承包人为缺陷修复工作需要，有权进入工程现场，但应遵守发包人的保安和保密规定。

### 19.7 Defect liability period release certificate

缺陷责任期终止证书

Within the Defect Liability Period agreed in Item 1.1.4.5, including within 14 Days after expiry of the extension under Clause 19.3, the Supervisor shall issue a Defect Liability Period release certificate endorsed by the Owner to the Contractor and refund the rest Quality Assurance Deposit (or the Quality Assurance Deposit Guarantee, as the case maybe).

在第 1.1.4.5 目约定的缺陷责任期，包括根据第 19.3 款延长的期限终止后 14 天内，由监理人向承包人出具经发包人签认的缺陷责任期终止证书，并退还剩余的质量保证金（或质保金保函，视情况而定）。

### 19.8 Warranty liability

保修责任

The contracting parties shall agree on the warranty scope, time limit and liabilities for Works quality in the Special Contract Terms in accordance with relevant provisions of law. The warranty period shall commence on the date on which the System's 7\*24 Hours Commissioning is accepted after inspection. Before the date on which the System's 7\*24 Hours Commissioning is accepted after inspection, for any Section Works accepted by the Owner in advance, the starting time of their warranty period shall be advanced accordingly.

合同双方根据有关法律规定，在专用合同条款中约定工程质量保修范围、期限和责任。保修期自系统 7\*24 小时试运行验收通过之日起计算。在系统 7\*24 小时试运行验收通过之日前，已经发包人提前验收的区段工程，其保修期的起算日期相应提前。

### 19.9 Limitation of Liability

责任限制

19.9.1 Subject to Sub-Clause 19.9.2, the aggregate liability of the Contractor to the Owner for any matters arising under or in connection with the Contract (however arising, including for Liquidated Damages, breach of contract, in tort, by reason of indemnification, breach of statutory duty, equity or any other legal theory) shall not exceed the Contract Price ("Contract

Liability Limit"). In no event shall either party shall be liable to the other party, whether by way of indemnity or as a result of breach of contract, tort or otherwise for any indirect, special or consequential damages, such as loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, except as expressly stated in this Contract. For avoidance of any doubt, the limitation of liability on the exemption of indirect damages shall not apply to the liquidated damages under this Contract and the accumulated liquidated damaged of contractor should not exceed 17% of the total Contract Price.

受限于第 19.9.2 项规定，承包人向发包人承担的因合同引起或与合同有关的任何事项的总责任（不论是由于违约金、违约、侵权、赔偿、违反法定义务、公平或任何其它法理引起）不应超过合同价款（下称“合同责任限额”）。除本合同明确规定外，无论基于任何赔偿、合同、侵权或其他原因，承包人和发包人无须承担间接损失（如利润或收入损失、生产损失、运营中断或使用损失、资本成本、利息损失）、发包人与第三方间合同引发的索赔、或任何间接的或结果性的损害。为避免疑义，本合同项下的违约金应不适用间接责任排除的限制，承包人累计违约金总额应不超过总合同价款的 17%。

19.9.2 The Contract Liability Limit shall not apply to or be reduced by (and in calculating the Contract Liability Limit no account shall be made in respect of):

合同责任限额不适用于以下情形，也不因以下因素而降低（计算合同责任限额时无需考虑以下因素）：

- (1) liability which the Contractor has recovered or is entitled to recover from any insurer (including funds received indirectly through the Owner or Funders) other than insurers of professional indemnity insurance;

承包人已从或有权从保险公司获得的赔偿（包括通过发包人或出资人间接获得的赔偿金），但职业责任保险的承保人除外；

- (2) liability which the Contractor would have recovered from any insurer, but for a breach by the Contractor of its obligations under the Contract in relation to effecting and maintaining insurance;

若非承包人违反合同项下有关办理和维持保险的义务，承包人应有权从保险公司获得的赔偿；

- (3) liability arising out of fraud, fraudulent misrepresentation, wilful misconduct or wilful default, or violation of any applicable Laws;

欺诈、欺诈性失实陈述、故意行为不当或故意违约或违反任何适用法律的行为而引发的赔偿责任；

- (4) liability in respect of the Contractor's indemnity obligations arising out of the Contractor's willful or gross negligent acts ; or

承包人的故意或重大疏忽行为而引起的赔偿责任；或者

- (5) any costs or expenses which the Contractor is obliged to expend prior to termination of the Contract in order to carry out the Works.

合同终止之前承包人为了施工工程所必须支付的任何费用或开支。

## 20. Insurance

### 保险

#### 20.1 Design and engineering insurance

##### 设计和工程保险

##### 20.1.1 The Contractor shall procure the civil engineering design liability insurance, civil engineering

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all risks insurance or installation engineering all risks insurance and other insurances for the insurer agreed by the Contract Parties according to the requirements of the Special Contract Terms. The specific insurance type, insurance coverage, insurance amount, insurance premium, insurance period and other relevant contents shall be expressly agreed in the Special Contract Terms.

承包人按照专用合同条款的约定向双方同意的保险人投保建设工程设计责任险、建筑工程一切险或安装工程一切险等保险。具体的投保险种、保险范围、保险金额、保险费率、保险期限等有关内容应在专用合同条款中明确约定。

**20.1.2 Before issuance of the Defect Liability Period release certificate, the Contractor shall procure the third-party liability insurance according to the provisions of the Special Contract Terms.**

在缺陷责任期终止证书颁发前，承包人应按照专用合同条款的约定投保第三方责任险。

## **20.2 Work-related injury insurance**

工伤保险

### **20.2.1 Work-related injury insurance for the Contractor's personnel**

承包人员工伤保险

The Contractor shall, in accordance with the provisions of relevant laws, procure the work-related injury insurance and pay the insurance premium thereof for all the personnel employed by it for performing the Contract, and shall require its subcontractors to procure the same insurance.

承包人应依照有关法律规定，为其履行合同所雇佣的全部人员投保工伤保险，缴纳工伤保险费，并要求其分包人也投保此项保险。

### **20.2.2 Work-related injury insurance for the Owner's personnel**

发包人员工伤保险

The Owner shall, in accordance with the provisions of relevant laws, procure the work-related injury insurance and pay the insurance premium thereof for all the personnel employed by it for its field organizations, and shall require its Supervisor to procure the same insurance.

发包人应依照有关法律规定，为其现场机构雇佣的全部人员投保工伤保险，缴纳工伤保险费，并要求其监理人也进行此项保险。

## **20.3 Personal accident insurance**

人身意外伤害险

**20.3.1 The Owner shall procure the personal accident insurance and pay the premium thereof for all the personnel employed by it for its field organizations during the entire construction period, and shall require its Supervisor to insure this insurance.**

发包人应在整个施工期间为其现场机构雇佣的全部人员投保人身意外伤害险，缴纳保险费，并要求其监理人也进行此项保险。

**20.3.2 The Contractor shall insure the personal accident insurance and pay the premium for all personnel employed by it for its field organizations during the entire Construction Period, and shall require its subcontractors to procure the same insurance.**

承包人应在整个施工期间为其现场机构雇佣的全部人员投保人身意外伤害险，缴纳保险费，并要求其分包人也进行此项保险。

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## 20.4 Other insurances

### 其它保险

Unless otherwise agreed in the Special Contract Terms, the Contractor shall procure the insurances for its construction equipment, materials and engineering equipment etc.

除专用合同条款另有约定外，承包人应为其施工设备、进场的材料和工程设备等办理保险。

## 20.5 General requirements on various insurances

### 对各项保险的一般要求

### 20.5.1 Insurance certificate

#### 保险凭证

The Contractor shall submit the evidences that various insurances have come into effect and the copies of policies to the Owner within the time limit agreed in the Special Contract Terms, and the policies shall be consistent with the conditions agreed in the Special Contract Terms.

承包人应在专用合同条款约定的期限内向发包人提交各项保险生效的证据和保险单副本，保险单必须与专用合同条款约定的条件保持一致。

The Contractor shall procure that under each insurance policy to be effected by the Contractor:

承包人应确保其办理生效的每项保险单：

(1) The Owner not be named as the beneficiary together with the Contractor. For losses, damages, costs and expenses covered by the insurance policies, as the beneficiary the Owner is not entitled to make claim against the insurer independently or jointly with the Contractor but all proceeds from any claims shall only be for the benefit of the Owner or the Project.

发包人不与承包人一起作为共同受益人。发生保单所涵盖的损失、损害、成本和费用的，与承包作为受益人应有权向保险人提出索赔，但相关索赔的赔偿收益均只能是为了发包人或者项目本身的利益。

(2) the insurer is obliged to notify the Owner, in writing, whenever it gives a notice under or in connection with such insurance, which in the case of cancellation must be given to the Owner thirty (30) days prior to the cancellation of such policy.

保险人在发出与保险有关的通知时，有义务以书面形式通知发包人，如果是关于取消保险的通知，该通知应在取消保单前三十（30）天向发包人发出。

### 20.5.2 Changes in the terms of insurance contracts

#### 保险合同条款的变动

If the Contractor needs to change the terms of an insurance contract, it shall ask for consent from the Owner in advance and notify the Supervisor. If the insurer makes any change, the Contractor shall notify the Owner and the Supervisor immediately after receiving notification from the insurer.

承包人需要变动保险合同条款时，应事先征得发包人同意，并通知监理人。保险人作出变动的，承包人应在收到保险人通知后立即通知发包人和监理人。

### 20.5.3 Maintenance of insurances

#### 持续保险

The Contractor shall keep the insurer updated about all the changes in the construction of the Works and ensure that the insurances remain effective according to the terms of the insurance contracts.

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承包人应与保险人保持联系，使保险人能够随时了解项目实施中的变动，并确保按保险合同条款要求持续保险。

#### 20.5.4 Compensation for insufficient insurance proceeds

保险金不足的补偿

If the insurance proceeds are insufficient to compensate for any loss, the Contractor and/or the Owner shall be liable for compensation according to the provisions of the Contract.

保险金不足以补偿损失的，应由承包人和/或发包人按合同约定负责补偿。

#### 20.5.5 Remedy for failure in procuring insurances as agreed

未按约定投保的补救

(1) If a party liable for procuring an insurance fails to procure the insurance according to the provisions of the Contract, or fails to maintain the insurance, the other party may procure or maintain the insurance on its behalf and at its cost.

由于负有投保义务的一方未按合同约定办理保险，或未能使保险持续有效的，另一方当事人可代为办理，所需费用由对方双方承担。

(2) If a party liable for procuring an insurance fails to procure the insurance according to the provisions of the Contract, which causes the beneficiary unable to obtain compensation from the insurer, such party shall pay the insurance money that should have been obtained from this insurance.

由于负有投保义务的一方未按合同约定办理某项保险，导致受益人未能得到保险人的赔偿，原应从该项保险得到的保险金应由负有投保义务的一方支付。

#### 20.5.6 Report obligation

报告义务

When an insurance accident occurs, the insurer shall report to the insurer pursuant to the conditions and time limit specified by the policies.

保险事故发生后，投保人应按照保险单规定的条件和期限及时向保险人报告。

### 21. Force majeure

不可抗力

#### 21.1 Confirmation of force majeure

不可抗力的确认

21.1.1 A force majeure shall refer to natural disasters and social emergencies that are unforeseeable at the time of entry into of the Contract and that are unavoidable and insurmountable during performance of the Contract, such as earthquakes, tsunamis, plagues, floods, disturbances, riots, wars and other circumstances set out in the Special Contract Terms.

不可抗力是指承包人和发包人在订立合同时不可预见，在履行合同过程中不可避免发生并不能克服的自然灾害和社会性突发事件，如地震、海啸、瘟疫、水灾、骚乱、暴动、战争和专用合同条款约定的其它情形。

21.1.2 After a force majeure occurs, the Owner and the Contractor shall timely and carefully count

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the losses caused thereby, and collect the evidences that the losses are caused by the force majeure. If Contract Parties hereto have different opinions on whether to confirm a force majeure or on the losses, the Supervisor shall make agreement or determination according to Clause 3.5. If there is any dispute, the provisions of Clause 24 shall be followed.

不可抗力发生后，发包人和承包人应及时认真统计所造成的损失，收集不可抗力造成损失的证据。合同双方对是否属于不可抗力或其损失的意见不一致的，由监理人按第 3.5 款商定或确定。发生争议时，按第 24 条的约定执行。

## 21.2 Notification of force majeure

### 不可抗力的通知

21.2.1 If a party hereto faces a force majeure event that impedes the performance of its obligations hereunder, it shall notify the other party and the Supervisor immediately, describing in writing the details of the force majeure and its hindrance, together with necessary proofs.

合同一方遇到不可抗力事件，使其履行合同义务受到阻碍时，应立即通知合同另一方和监理人，书面说明不可抗力和受阻碍的详细情况，并提供必要的证明。

21.2.2 If a force majeure continues, a party hereto shall submit an interim report to the other party and the Supervisor timely, describing the conditions of the force majeure and its hindrance to Contract performance, and shall submit the final report and relevant data within 28 Days after the ending of the force majeure event.

如不可抗力持续发生，合同一方应及时向合同另一方和监理人提交中间报告，说明不可抗力和履行合同受阻的情况，并于不可抗力事件结束后 28 天内提交最终报告及有关资料。

## 21.3 Consequence and treatment of force majeure

### 不可抗力后果及其处理

### 21.3.1 Liabilities for losses caused by force majeure

#### 不可抗力造成损害的责任

Unless otherwise agreed in the Special Contract Terms, consequence such as casualties, property losses, increases in Expense and/or delays in the Construction Period caused by the force majeure shall be borne by Contract Parties according to the following principles:

除专用合同条款另有约定外，不可抗力导致的人员伤亡、财产损失、费用增加和/或工期延误等后果，由合同双方按以下原则承担：

(1) Any damage to the Permanent Works, including the damage to materials and engineering equipment that have been transported to the Construction Site, and casualties and property losses to a third party caused by the works damage shall be undertaken by the Owner;

永久工程，包括已运至施工场地的材料和工程设备的损害，以及因工程损害造成的第三方人员伤亡和财产损失由发包人承担；

(2) Any damage to the Contractor's equipment shall be undertaken by the Contractor;

承包人设备的损坏由承包人承担；

(3) The Owner and Contractor shall undertake their respective casualties, property losses and relevant costs;

发包人和承包人各自承担其人员伤亡、财产损失及其相关费用

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(4) The Contractor's loss due to the suspension of the Works shall be undertaken by the Contractor, provided, however, that any amount for caring for the Works and clearing and repairing the Works as required by the Supervisor during the suspension shall be undertaken by the Owner;

承包人的停工损失由承包人承担，但停工期间应监理人要求照管工程和清理、修复工程的金额由发包人承担；

(5) If the Works cannot be completed on schedule, the Construction Period shall be extended reasonably, and the Contractor does not need to pay the liquidated damages for late completion. If the Owner requires to speed up the work, the Contractor shall take accelerative measures at the cost of the Owner.

不能按期竣工的，应合理延长工期，承包人不需支付逾期竣工违约金。发包人要求赶工的，承包人应采取赶工措施，赶工费用由发包人承担。

#### 21.3.2 Force majeure occurred during the delayed performance

延迟履行期间发生的不可抗力

If a party hereto delays in performance, and a force majeure occurred during such delay, such party shall not be exempted of its liability.

合同一方延迟履行，在延迟履行期间发生不可抗力的，不免除其责任。

#### 21.3.3 Avoiding or mitigation the force majeure losses

避免和减少不可抗力损失

After a force majeure occurs, the Owner and the Contractor shall take measures to avoid and mitigate the losses to the extent possible, and if losses are increased due to failure of a party to take effective measures, the increased losses shall be borne by the responsible party.

不可抗力发生后，发包人和承包人均应采取措施尽量避免和减少损失的扩大，任何一方没有采取有效措施导致损失扩大的，应对扩大的损失承担责任。

#### 21.3.4 Contract termination due to force majeure

因不可抗力解除合同

If a party cannot perform the Contract for over 90 consecutive Days due to the occurrence of any force majeure event, it shall notify the other party timely to terminate the Contract. After termination of the Contract, the Contractor shall withdraw from the Construction Site in accordance with the provisions of Paragraph 22.2.4. The materials and equipment that have been ordered shall be refunded or relevant contract shall be terminated by the party which has placed the orders, and the payments of goods that cannot be returned and costs caused by returning goods and terminating the contract shall be undertaken by the Owner, where the losses caused by delay in returning shall be undertaken by the liable party. Any payment after termination hereof shall be agreed or determined by the Supervisor pursuant to Clause 3.5, by referring to the provisions of Paragraph 22.2.3.

合同一方因不可抗力不能履行合同连续超过 90 天的，应及时通知对方解除合同。合同解除后，承包人应按照第 22.2.4 项约定撤离施工场地。已经订货的材料、设备由订货方负责退货或解除订货合同，不能退还的货款和因退货、解除订货合同发生的费用，由发包人承担，因未及时退货造成的损失由责任方承担。合同解除后的付款，参照第 22.2.3 项约定，由监理人按第 3.5 款商定或确定。



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## 22. Defaults

### 违约

#### 22.1 Contractor's defaults

##### 承包人违约

##### 22.1.1 Contractor's default circumstances

###### 承包人违约的情形

The Contractor shall be deemed as committing a breach of the Contract if any of the following circumstances occur in the course of performance of the Contract:

在履行合同过程中发生的下列情况之一的，属承包人违约：

(3) The Contractor's designs, Contractor's Documents or the Works constructed and completed fail to comply with laws and the provisions of the Contract;

承包人的设计、承包人文件、实施和竣工的工程不符合法律以及合同约定；

(4) The Contractor breaches the provisions of Clause 1.8 or 4.3 by privately transferring all or part of rights hereof to other persons or privately transferring all or part of obligations hereof to the other persons;

承包人违反第 1.8 款或第 4.3 款的约定，私自将合同的全部或部分权利转让给其他人，或私自将合同的全部或部分义务转移给其他人；

(5) The Contractor breaches the provisions of Clause 6.3 or 7.4 by privately withdrawing any construction equipment, temporary facilities or materials which have entered the Construction Site pursuant to the Contract without the Supervisor's approval;

承包人违反第 6.3 款或第 7.4 款的约定，未经监理人批准，私自将已按合同约定进入施工场地的施工设备、临时设施或材料撤离施工场地；

(6) If the Contractor breaches the provisions of Clause 6.5 by using the unqualified materials or engineering equipment, which causes the Works quality unable to comply with the standard requirements, and refuses to remove the unqualified Works;

承包人违反第 6.5 款的约定使用了不合格材料或工程设备，工程质量达不到标准要求，又拒绝清除不合格工程；

(7) If the Contractor fails to timely complete the Works agreed in the Contract according to the Contract schedule, causing a delay in Construction Period;

承包人未能按合同进度计划及时完成合同约定的工作，造成工期延误；

(8) If the Works fails to pass the Completion Test or the Post-completion Test within 12 months after Commercial Operation Date due to the Contractor's reason;

由于承包人原因未能在项目并网后 12 个月内通过竣工试验或竣工后试验的；

(9) The Contractor, within the Defect Liability Period, fails to repair the contents of defect list listed in the acceptance certificate for the Works or the defects occurring in the Defect Liability Period, and refuses to repair them according to the Supervisor's directions;

承包人在缺陷责任期内，未能对工程接收证书所列的缺陷清单的内容或缺陷责任期内发生的缺陷进行修复，而又拒绝按监理人指示再进行修补；

(8) If the Contractor cannot continue to perform or expressly states that it will not perform or has

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substantially stopped performing the Contract;

承包人无法继续履行或明确表示不履行或实质上已停止履行合同；

(9) Any other cases that the Contractor fails to perform its obligations according to the provisions of the Contract.

承包人不按合同约定履行义务的其它情况。

(10) Works does not meet minimum performance requirement as provided in the Special Terms within 3 months from the Completion Pre-acceptance.

自完成竣工验收之日起 3 个月内，工程达不到专用合同条款规定的最低性能要求。

#### 22.1.2 Liabilities for the Contractor's defaults

对承包人违约的处理

(1) In case of any Contractor's default set out in Item 22.1.1(6), the Contractor shall make compensation according to the damage of failing to pass the Completion Test/ Post-completion Test in the Owner's Requirements. If there is any delay, the Contractor shall undertake the delay liability.

承包人发生第 22.1.1（6）目约定的违约情况时，应按照发包人要求中的未能通过竣工/竣工后试验的损害进行赔偿。发生延期的，承包人应承担延期责任。

(3) In case of any Contractor's default set out in Item 22.1.1(8), the Owner shall notify the Contractor to terminate the Contract immediately and handle it according to the provisions of Paragraph 22.1.3, 22.1.4 and 22.1.5.

承包人发生第 22.1.1（8）目约定的违约情况时，发包人可通知承包人立即解除合同，并按第 22.1.3 项、第 22.1.4 项、第 22.1.5 项约定处理。

(4) In case of any other Contractor's defaults other than the cases set out in Items 22.1.1(6) and 22.1.1(8), the Supervisor may send a rectification notice to the Contractor and require it to make rectifications in a designated time limit. Unless otherwise agreed in the Contract terms, the Contractor shall undertake any increase in Expenses and/or delay in the Construction Period caused by its default.

承包人发生除第 22.1.1（6）目和第 22.1.1（8）目约定以外的其它违约情况时，监理人可向承包人发出整改通知，要求其在指定的期限内纠正。除合同条款另有约定外，承包人应承担其违约所引起的费用增加和/或工期延误。

#### 22.1.3 Contract termination due to the Contractor's default

因承包人违约解除合同

If the Contractor fails to rectify its default 28 Days after the Supervisor sends the rectification notice, the Owner shall have the right to terminate the Contract and send a notice of contract termination to the Contractor. The Contractor, within 14 Days after receiving the Owner's notice of contract termination, shall withdraw from the Site, and the Owner shall send its personnel to enter the Construction Site to finish the field handover procedures, where the Owner shall have the right to organize other personnel or commission other contractors. The Owner, for needs of continuing the Works, shall have the right to withhold and use the Contractor's materials, equipment and temporary facilities on Site. However, this Owner's behavior shall not exempt the Contractor from its default liability or affect the Owner's claim rights according to the provisions of the Contract.

监理人发出整改通知 28 天后，承包人仍不纠正违约行为的，发包人有权解除合同并向承包人发出解

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除合同通知。承包人收到发包人解除合同通知后 14 天内，承包人应撤离现场，发包人派员进驻施工场地完成现场交接手续，发包人有权另行组织人员或委托其它承包人。发包人因继续完成该工程的需要，有权扣留使用承包人在现场的材料、设备和临时设施。但发包人的这一行动不免除承包人应承担的违约责任，也不影响发包人根据合同约定享有的索赔权利。

#### 22.1.4 Assessment, payment and settlement after the Owner sends the notice of contract termination

发包人发出解除合同通知后的估价、付款和结清

(1) Within 28 Days after the Contractor receives the Owner's notice of contract termination, the Supervisor shall agree or determine the value of the Works actually completed by the Contractor, including the value of the Contractor's materials, equipment and temporary facilities withheld by the Owner as well as the designs, materials, construction equipment, engineering equipment, temporary facilities already prepared by the Contractor.

承包人收到发包人解除合同通知后 28 天内，监理人应商定或确定承包人实际完成工作的价值，包括发包人扣留承包人的材料、设备及临时设施和承包人已提供的设计、材料、施工设备、工程设备、临时工程等的价值。

(2) After the Owner sends the notice of contract termination, the Owner shall have the right to suspend all payments to the Contractor and check various payments and the deducted amounts, including the liquidated damages that shall be paid by the Contractor.

发包人发出解除合同通知后，发包人有权暂停对承包人的一切付款，查清各项付款和已扣款金额，包括承包人应支付的违约金。

(3) After the Owner sends the notice of contract termination, the Owner shall have the right to claim its losses against the Contractor due to the termination hereof according to the provisions of Clause 23.4.

发包人发出解除合同通知后，发包人有权按第 23.4 款的约定向承包人索赔由于解除合同给发包人造成的损失。

(4) After Contract Parties confirm the Contract Price, the Owner shall issue a final settlement payment certificate and settle all the Contract payments.

合同双方确认合同价款后，发包人颁发最终结清付款证书，并结清全部合同款项。

(5) If the Owner and the Contractor fails to reach consensus on the settlement after the termination hereof which leads to a dispute, the provisions of Clause 24 shall be followed.

发包人和承包人未能就解除合同后的结清达成一致而形成争议的，按第 24 条的约定执行。

#### 22.1.5 Transfer of benefit of agreement

协议利益的转让

If the Contract is terminated due to the Contractor's default, the Owner shall have the right to require the Contractor to transfer its benefits in the ordering agreements for materials and equipment or any service agreements signed for implementing the Contract to the Owner, and require the Contractor to handle the transfer procedures according to laws within 14 Days after receiving the notice of contract termination. The Owner shall have the right to use the Contractor's Documents and any other documents prepared by the Contractor or in its name.

因承包人违约解除合同的，发包人有权要求承包人将其为实施合同而签订的材料和设备的订货协议或

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任何服务协议利益转让给发包人，并在承包人收到解除合同通知后的 14 天内，依法办理转让手续。发包人有权使用承包人文件和由承包人或以其名义编制的其它设计文件。

#### 22.1.6 Unable or unwilling to carry out rescues in emergencies

紧急情况下无能力或不愿进行抢救

In case of any event that endangers the Works safety during the Works construction or within the Defect Liability Period, the Supervisor shall notify the Contractor to carry out rescues. If the Contractor states that it is unable or unwilling to carry out rescues immediately, the Owner shall have the right to employ other personnel to carry out rescues. If such rescues belong to the Contractor's obligations according to the provisions of the Contract, the actual amount and/or delay in the Construction Period caused thereby shall be undertaken by the Contractor.

在项目实施期间或缺陷责任期内发生危及工程安全的事件，监理人通知承包人进行抢救，承包人声明无能力或不愿立即执行的，发包人有权雇佣其他人员进行抢救。此类抢救按合同约定属于承包人义务的，由此发生的实际金额和/或工期延误由承包人承担。

#### 22.2 Owner's default

发包人违约

##### 22.2.1 Owner's default circumstances

发包人违约的情形

The Owner shall be deemed as committing a breach of the Contract if any of the following circumstances occur in the course of performance of the Contract:

在履行合同过程中发生下列情形之一的，属发包人违约：

(1) If the Owner fails to pay any price or delays in approving or refuses to approve any payment applications and payment documents, causing a delay in payment;

发包人未能按合同约定支付价款，或拖延、拒绝批准付款申请和支付凭证，导致付款延误；

(2) If any suspension of the works is caused due to the Owner's reason;

发包人原因造成停工；

(3) If the Supervisor fails to issue a direction for returning to work in the agreed time limit with no justification, causing the Contractor unable to resume work;

监理人无正当理由没有在约定期限内发出复工指示，导致承包人无法复工；

(4) If the Owner cannot continue to perform or expressly states that it will not perform or has substantially stopped performing the contract;

发包人无法继续履行或明确表示不履行或实质上已停止履行合同；

(5) If the Contractor fails to perform any other obligations agreed in the Contract.

发包人不履行合同约定其它义务。

##### 22.2.2 Contract termination due to the Owner's default

因发包人违约解除合同

(1) In case of any default set out in Item 22.2.1(4), the Contractor may notify the Owner to terminate the contract in writing.

发生第 22.2.1（4）目的违约情况时，承包人可书面通知发包人解除合同。

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(2) If the Owner fails to rectify its default 28 Days after the Contractor suspends the construction according to the provisions of Paragraph 12.2.1, the Contractor may send a notice of contract termination to the Owner. However, this Contractor's behavior shall not exempt the Owner from its default liability or affect the Contractor's claim rights according to the provisions of Contract.

承包人按 12.2.1 项约定暂停施工 28 天后，发包人仍不纠正违约行为的，承包人可向发包人发出解除合同通知。但承包人的这一行为不免除发包人承担的违约责任，也不影响承包人根据合同约定享有的索赔权利。

### 22.2.3 Payment after contract termination

#### 解除合同后的付款

If the contract is terminated due to the Owner's default, the Owner shall pay the Contractor the following amounts within 28 Days after the termination hereof, and the Contractor shall submit to the Owner relevant data and vouchers for the following amounts required to be paid within the said time limit:

因发包人违约解除合同的，发包人应在解除合同后 28 天内向承包人支付下列款项，承包人应在此期限内及时向发包人提交要求支付下列金额的有关资料和凭证：

(1) The price of the Works that have been completed by the Contractor before sending of the notice of contract termination;

承包人发出解除合同通知前所完成工作的价款；

(2) The amount of materials, engineering equipment and other items ordered and paid by the Contractor for the Works construction. After the Owner pays, these materials, engineering equipment and other items shall belong to the Owner;

承包人为该工程施工订购并已付款的材料、工程设备和其它物品的金额。发包人付款后，该材料、工程设备和其它物品归发包人所有；

(3) The amount that occurs for completing the Works by the Contractor, which has not been paid by the Owner;

承包人为完成工程所发生的，而发包人未支付的金额；

(4) The amount for the Contractor's withdrawal from the Construction site and dismissal of the Contractor's personnel;

承包人撤离施工场地以及遣散承包人人员的金额；

(5) The Contractor's losses caused by the termination hereof;

因解除合同造成的承包人损失；

(6) Other amounts that shall be paid to the Contractor before the Contractor sends the notice of contract termination as set out in the Contracts;

按合同约定在承包人发出解除合同通知前应支付给承包人的其它金额。

The Owner shall pay the above amounts according to this Paragraph and return the Quality Assurance Deposit (or the Quality Assurance Guarantee, as the case maybe) and performance guarantee. However, it shall have the right to require the Contractor to pay various amounts that shall be repaid to the Owner.

发包人应按本项约定支付上述金额并退还质量保证金（或质保金保函，视情况而定）和履约担保，但有权要求承包人支付应偿还给发包人的各项金额。

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#### 22.2.4 Contractor's withdrawal after contract termination

##### 解除合同后的承包人撤离

After the contract is terminated due to the Owner's default, the Contractor shall properly handle the protection and handover work for the Works under construction and purchased materials and equipment, and shall withdraw the Contractor's equipment and personnel from the Construction Site according to the Owner's Requirements. The Contractor shall withdraw from the Construction Site according to the provisions of Paragraph 18.7.1, and the Owner shall provide necessary conditions and handle handover procedures for the Contractor's withdrawal.

因发包人违约而解除合同后，承包人应妥善处理正在施工的工程和已购材料、设备的保护和移交工作，并按发包人的要求将承包人设备和人员撤出施工场地。承包人撤出施工场地应遵守第 18.7.1 项的约定，发包人应为承包人撤出提供必要条件并办理移交手续。

#### 22.3 Default caused by a third party

##### 第三方造成的违约

During the performance hereof, if a party commits a default due to the reason of a third party, it shall undertake the default liability to the other party. And the dispute of such party with the third party shall be resolved according to provisions of laws or the Contract.

在履行合同过程中，一方因第三方的原因造成违约的，应向对方承担违约责任。一方和第三方之间的纠纷，应依照法律规定或者按照合同约定解决。

#### 23. Claim

##### 索赔

##### 23.1 Presentation of Contractor's claim

##### 承包人索赔的提出

According to the provisions of the Contract, if the Contractor considers it has the right to obtain any additional payment and/or extension of the Construction Period, it shall present a claim to the Owner according to the following procedures:

根据合同约定，承包人认为有权得到追加付款和/或延长工期的，应按以下程序向发包人提出索赔：

- (1) The Contractor shall, within 28 Days after it knows or shall know the claim event, submit a notice of intention of claim to the Supervisor and states the matter of the claim event. If the Contractor fails to send the notice of intention of claim within the said 28 Days, the Construction Period shall not be postponed and the Contractor shall have no right to obtain the additional payment;

承包人应在知道或应知道索赔事件发生后 28 天内，向监理人递交索赔意向通知书，并说明发生索赔事件的事由。承包人未在前述 28 天内发出索赔意向通知书的，工期不予顺延，且承包人无权获得追加付款；

- (2) The Contractor shall, within 28 Days after sending the notice of intention of claim, formally submit a notice of claim to the Supervisor. The notice of claim shall specify the claim reasons and the payment amount required to be added and/or the extension required for the Construction Period, attached with necessary records and proofs.

承包人应在发出索赔意向通知书后 28 天内，向监理人正式递交索赔通知书。索赔通知书应详细说明索赔理由以及要求追加的付款金额和/或延长的工期，并附必要的记录和证明材料；

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- (3) If the claim event has a continuous influence, the Contractor shall submit a notice of continuous claim by a reasonable time interval, stating the actual situation and record of the continuous influence and listing the accumulated additional payment amounts and/or extension days of the Construction Period;

索赔事件具有连续影响的，承包人应按合理时间间隔继续递交延续索赔通知，说明连续影响的实际情况和记录，列出累计的追加付款金额和/或工期延长天数；

- (4) Within 28 Days after the influence of claim event is over, the Contractor shall submit a notice of final claim to the Supervisor, stating the additional payment amounts of final claim and extension of the Construction Period, attached with necessary records and proofs.

在索赔事件影响结束后的 28 天内，承包人应向监理人递交最终索赔通知书，说明最终要求索赔的追加付款金额和延长的工期，并附必要的记录和证明材料。

## 23.2 Handling procedure for Contractor's claim

### 承包人索赔处理程序

- (1) After the Supervisor receives the notice of claim submitted by the Contractor, it shall review the contents of the notice of claim and check the Contractor's records and proofs in time, and if necessary, the Supervisor may require the Contractor to submit copies of all the original records.

监理人收到承包人提交的索赔通知书后，应及时审查索赔通知书的内容、查验承包人的记录和证明材料，必要时监理人可要求承包人提交全部原始记录副本。

- (2) Supervisor shall agree or determine on the additional payment and/or extension of the Construction Period according to Clause 3.5, and shall within 42 Days after receiving the above notice of claim or further proofs related thereto, reply to the Contractor on the claim handling result. If the Supervisor fails to reply within 42 Days after receiving the notice of claim or further proofs related thereto, it shall be deemed as having recognized the claim.

监理人应按第 3.5 款商定或确定追加的付款和/或延长的工期，并在收到上述索赔通知书或有关索赔的进一步证明材料后的 42 天内，将索赔处理结果答复承包人。监理人应当在收到索赔通知书或有关索赔的进一步证明材料后的 42 天内不予答复的，视为认可索赔。

- (3) If the Contractor accepts the claim handling result, the Owner shall finish the payment within 28 Days after reply on the claim handling result. If the Contractor does not accept the claim handling result, the provisions of Clause 24 shall be followed.

承包人接受索赔处理结果的，发包人应在作出索赔处理结果答复后 28 天内完成赔付。承包人不接受索赔处理结果的，按第 24 条的约定执行。

## 23.3 Time limit for presentation of Contractor's claim

### 承包人提出索赔的期限

- 23.3.1 After the Contractor accepts the completion payment certificate according to the provisions of Clause 17.5, it shall be deemed to have no right to present any claim occurring before issuance of the acceptance certificate for the Works.

承包人按第 17.5 款的约定接受了竣工付款证书后，应被认为已无权再提出在合同工程接收证书颁发前所发生的任何索赔。

- 23.3.2 In the application for final settlement submitted by the Contractor according to the provisions of Clause 17.6, only claims occurring after issuance of the acceptance certificate for the Works shall

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be presented. The time limit for presentation of claims shall end upon acceptance of the final settlement certificate.

承包人按第 17.6 款的约定提交的最终结清申请单中，只限于提出工程接收证书颁发后发生的索赔。提出索赔的期限自接受最终结清证书时终止。

#### 23.4 Owner's claim

发包人的索赔

23.4.1 The Owner shall, within 28 Days after it knows or shall know the claim event, submit a notice of claim to the Contractor and states details and bases for the Owner's right to deduct any payment and/or extend the Defect Liability Period. If the Owner fails to send the notice of claim within the said 28 Days, it shall lose the right for requiring to deduct the payment and/or extend the Defect Liability Period. The time limit and requirements for presentation of Owner's claim shall be the same as those set out in Clause 23.3, and the notice of requiring to extend the Defect Liability Period shall be sent before the expiry thereof.

发包人应在知道或应知道索赔事件发生后 28 天内，向承包人发出索赔通知，并说明发包人有权扣减的付款和/或延长缺陷责任期的细节和依据。发包人未在前述 28 天内发出索赔通知的，丧失要求扣减付款和/或延长缺陷责任期的权利。发包人提出索赔的期限和要求与第 23.3 款的约定相同，要求延长缺陷责任期的通知应在缺陷责任期届满前发出。

23.4.2 The Owner shall agree or determine on the payment amount obtained by the Owner from the Contractor and/or the extension period of the Defect Liability Period according to Clause 3.5. The amount payable by the Contractor to the Owner may be deducted from the proposed Contract Price for the Contractor, or be paid by the Contractor to the Owner in other ways.

发包人按第 3.5 款商定或确定发包人从承包人处得到赔付的金额和/或缺陷责任期的延长期。承包人应支付给发包人的金额可从拟支付给承包人的合同价款中扣除，或由承包人以其它方式支付给发包人。

#### 24. Dispute Resolution

争议的解决

##### 24.1 Dispute Resolution Method

争议的解决方式

In case of any dispute between the Owner and the Contractor during performance of the Contract, it shall be resolved through amicable negotiation. If Contract Parties fail to resolve the dispute through amicable negotiation, they may agree in the Special Contract Terms one of the following methods to resolve the dispute;

发包人和承包人在履行合同中发生争议的，可以友好协商解决。合同双方友好协商解决不成，可采用专用合同条款中约定以下方式解决：

(1) Apply for arbitration with the agreed arbitration commission; or

向约定的仲裁委员会申请仲裁；或者

(2) Initiate an action with a people's court with jurisdiction.

向有管辖权的人民法院提起诉讼。



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## 24.2 Amicable Resolution

### 友好解决

Before submitting the dispute for arbitration or litigation, or in the process of arbitration or litigation, the Owner and the Contractor may jointly resolve the dispute through amicable negotiation.

在提请争议仲裁或者诉讼前，以及在争议仲裁或诉讼过程中，发包人和承包人均可共同努力友好协商解决争议。

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## Section II Special Contract Terms

### 第二节 专用合同条款

#### 1. General agreement

一般约定

##### 1.1 Definition of terms

词语定义

###### 1.1.1 Contract

合同

1.1.1.9 Other Contract Documents shall include \_\_\_\_\_

\_\_\_\_\_

其它合同文件应包括: \_\_\_\_\_

\_\_\_\_\_

###### 1.1.2 Contract parties and personnel

合同双方和人员

###### 1.1.2.2 Owner:

发包人

Name: Tianjin Symbior Solar Power Co., Ltd.,

名称: 天津希必奥光伏发电有限公司

Contact Phone No.: 021-22876598 ;

联系电话 021-22876598

Email Address: randy.wang@symbiorsolar.cn ;

电子邮件 randy.wang@symbiorsolar.cn

Mailing Address: Room 743, SMEG Plaza, 1386 Hong Qiao Road, Changning District, Shanghai .

通信地址: 上海市长宁区虹桥路 1386 号文广大厦 743 室

###### 1.1.2.4 Supervisor:

监理人

Name: Changzhou Zhengheng Power Engineering Supervision Co., Ltd.;

姓名 常州正衡电力工程监理有限公司

Type and Level of Qualification: Class B for Power Engineering Supervision

资质类型和等级: 电力工程监理乙级

Contact Phone No.: 15895071987 ;

联系电话: 15895071987

Email Address: wangxia@skysolargroup.cn ;

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电子邮件 wangxia@skysolargroup.cn

Mailing Address: No. 2 Tenglong Road, Wujin Economic Development Zone, Jiangsu Province  
通信地址 江苏省武进经济开发区腾龙路 2 号

## 1.2 Liaison

联络

1.2.1 The Owner and the Contractor shall, within 3 Days, serve to each other such notices, approvals, proofs, certificates, instructions, requirements, requests, consents, opinions, confirmations, decisions and other written correspondences as related to the Contract.

发包人和承包人应在 3 天内向对方提供与合同有关的通知、批准、证明、证书、指示、要求、请求、同意、意见、确定、决定和其它书面往来函件。

1.2.2 Location of Owner's Receipt of Documents: Room 743, SMEG Plaza, No. 1386 Hongqiao Road, Changning District, Shanghai, China 200336 ;

发包人接收文件的地点: 上海市长宁区虹桥路 1386 号文广大厦 743 室

Recipient Designated by Owner: Randy Wang

发包人指定的接收人: 汪崇贵

Location of Contractor's Receipt of Documents: Room 1605, No.1539, Xiangcheng Avenue, Xiangyuan District Suzhou City, Jiangsu Province

承包人接收文件的地点: 江苏省苏州市相城区元和街道相城大道 1539 号 1605 室

Recipient Designated by Contractor: He Fengfeng

承包人指定的接收人: 何峰峰

Location of Supervisor's Receipt of Documents: ;

监理人接收文件的地点:

Recipient Designated by Supervisor: .

监理人指定的接收人:

## 2. Owner's obligation

发包人的义务

## 3. Supervisor's personnel

监理人员

Chief Supervising Engineer:

总监理工程师

Name: ;

姓名

Title: ;

职务

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Supervisor Engineer' s Practicing Qualification Certificate No.: \_\_\_\_\_ ;  
监理工程师执业资格证编号: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_ ;  
联系电话 \_\_\_\_\_

Email Address: \_\_\_\_\_ ;  
电子邮件 \_\_\_\_\_

Mailing Address: \_\_\_\_\_ ;  
通信地址 \_\_\_\_\_

Other Covenants on Supervisor: \_\_\_\_\_ .  
监理人的其它义务 \_\_\_\_\_

#### 4. Contractor

承包人

##### 4.1 Management of the Contractor's personnel

承包人人员的管理

4.1.1 If the Contractor changes the Project Manager or the main construction management personnel without authorization or the aforementioned personnel leave the construction site for more than 3 consecutive Days without the Supervisor's permission, the Contractor shall bear the liability for breach of contract: To change the Project manager within 3 days

承包人擅自撤换项目经理或主要施工管理人员、或前述人员未经监理人许可擅自离开工地连续超过三天的，承包人应承担违约责任: 三天内更换项目经理

##### 4.1.2 Progress schedule as per Appendix 4

进度计划 见附件 4

#### 4.5 Contractor's Project Manager

承包人项目经理

4.5.1 Contractor shall provide formal Letter of Appointment of the Project Manager on Site: Please refer to Appendix 10.

During the construction, all behaviors of the project manager appointed in the Letter of appointment represent the Contractor, and the contractor shall bear all the consequences and legal liabilities of the project manager's behaviors.

承包人需出具正式现场管理人员任命书: 请见附录 10

现场管理人员任命书内指定的项目经理在项目施工过程中的一切行为均代表承包人，由承包人承担相应全部责任及后果。

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## 5. Design

设计

### 5.5 Completion document

竣工文件

Number of Completion Records Submitted by Contractor: 2.

承包人提交的竣工记录份数: 2

## 11. Commencement and Completion

开始工作和竣工

### 11.1 Commencement

开始工作

If the following conditions to commencement are met, the Supervisor shall, 7 days in advance, issue the Notice to Proceed to the Contractor:

工程符合以下启动条件的，监理人应提前 7 天向承包人发出通知告知其开始工作：

(1) The project filing approval has been obtained for this project from NDRC;

项目已获得发改委备案批复；

(2) Project design, construction plan and relative standards have been checked & agreed by following parties: Owner, Contractor, Supervisor, Roof-owner and Grid company;

项目设计、施工方案及相关标准已由以下各方完成会审并同意，会审各方包括发包人、承包人、监理人、屋顶业主和电网公司；

(3) The construction workers、consturction equipment、materials and project equipment have meet the requipments for continuous work

本工程的施工人力、机械、物资和材料准备已经满足连续施工的要求；

(4) The project site has been ready for starting construction and the roof -owner agrees to enter the site to start construction.

项目现场已经具备施工条件且屋顶业主同意进场施工。

### 11.5 Construction Period Delay Caused by the Contractor

承包人引起的工期延误

(1) The Contractor hereby agrees to pay to the Owner an amount of 0.15% of the Contract Price (RMB 4399.515) per Day as liquidated damages (the "Delay Liquidated Damages") for delays in Construction Period. The Delay Liquidated Damages shall be limited to [12 ]% of the Contract Price; 承包人特此同意：工期发生延误的，将每天向发包人支付合同总价 0.15%违约金人民币[4399.515]元（“误工违约金”）。误工违约金最高不超过合同价款的[12]%；

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## 17. Contract price and payment

### 合同价款与支付

#### 17.1 Contract price

##### 合同价款

The Contract Price shall be [fixed unit rate] RMB 2.13 /Wp, [total price] RMB 2,933,010 and has fully covered all the prices for consummating all the work required under the Contract with VAT tax rate 9%. Except it is necessary to increase or reduce the amount during the implementation of the Works pursuant to the Contract, the Contract Price shall not be adjusted.

合同价款为[固定单价]人民币 2.13 /Wp, [总价]人民币 2,933,010 元 , 含 9%增值税, 并已完全包含完成合同项下所有工作的全部价格。除根据合同约定在项目实施过程中增加或减少金额外, 不得调整合同价款。

The Contractor has fully understood and aware of all the risks in the Project set out in the Contract. Such risks have been taken into consideration of and integrated into the Contract Price to the sufficient extent.

承包人完全了解合同工程所包含的全部风险。承包人已充分考虑上述风险, 并将其包含在合同价款中。

#### 17.2 Advance payment (Not applicable for this contract)

##### 预付款 (本合同不适用)

##### 17.2.1 Advance payment (Not applicable for this contract)

##### 预付款 (本合同不适用)

##### 17.2.2 Advance payment guarantee (Not applicable for this contract)

##### 预付款保函 (本合同不适用)

The Contractor submits the advance payment guarantee in the form and time below: See Appendix 5 (Advance payment Guarantee) for the form of the advance payment guarantee, 10 working days after Contract signed by both parties.

承包人采用以下形式、在以下时间提交预付款保函, 见附件 5: 合同生效后 10 个工作日

17.2.3 The Advance payment guarantee shall be returned by the Owner upon receipt of after the Performance Guarantee as per 17.3. And the performance guarantee shall be returned to the Contractor within 28 Days after the acceptance certificate is issued and the Contract has summited the Quality Assurance Guarantee as per 17.4 (Not applicable for this contract)

发包方应于收到按照 17.3 要求提供的履约保函后当即将预付款保函退还承包方。履约保函在工程接收证书颁发且承包人按照 17.4 条提供质保保函后 28 天内退回承包方。(本合同不适用)

#### 17.3 Progress payment

##### 工程进度付款

17.3.1 After the Contractor finishes all brackets, power distribution cabinets, input power cabinets, walkway, guide rails installation, forty percent (40%) of the total Contract Price, i.e., CNY 1,173,204

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shall be paid by the Owner to Contractor by T/T within 10 days upon receiving following documents.

- (1) Payment Application;
- (2) VAT Invoice of 40% of total contract price;
- (3) The workload confirmation letter of above equipment installation issued by Supervisor
- (4) The test report to prove the equipment installation quality met with the contract Appdix II( the Owner's requirement) issued by the 3<sup>rd</sup> party appointed by the Owner

承包方完成项目所有支架、配电柜、进线柜、维修通道、安全护栏安装后，发包方收到以下文件后即日起 7 天内电汇支付合同总额 40%，即人民币 1,173,204 元。

- (1) 付款申请;
- (2) 合同金额 40%的增值税专用发票
- (3) 监理人出具的上述设备安装完成的工作量确认单
- (4) 设发包人指定第三方机构出具的安装质量满足附件二（发包人要求）的报告

After the Contractor finishes all modules & inverters installation, thirty percent (30%) of the total Contract Price, i.e., CNY 879,903 shall be paid by the Owner to Contractor by T/T within 10 days upon receiving following documents.

- (1) Payment Application;
- (2) VAT Invoice of 30% of total contract price;
- (3) The workload confirmation letter of above equipment installation issued by Supervisor
- (4) The test report to prove the equipment installation quality met with the contract Appdix II( the Owner's requirement) issued by the 3<sup>rd</sup> party appointed by the Owner

承包方完成项目所有组件和逆变器安装后，发包方收到以下文件后即日起 7 天内电汇支付合同总额 30%，即人民币 879,903 元。

- (1) 付款申请;
- (2) 合同金额 30%的增值税专用发票
- (3) 监理人出具的上述设备安装完成的工作量确认单
- (4) 设发包人指定第三方机构出具的安装质量满足附件二要求的报告

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17.3.2 Mode of Calculation of Liquidated Damages for Owner's Late Rendering Progress Payment: calculated at the interest rate then applicable for the same period of loan as published by the People's Bank of China.

发包人逾期支付进度款的违约金计算方式：按照中国人民银行公布的同期贷款利率计算。

#### 17.4 Quality Assurance Deposit

质量保证金

##### 17.4.1 Quality Assurance Security Measure

质量保证金

Provision of Quality Assurance Guarantee in the form attached hereto as the Appendix 7 until the end of the Defect Liability period as defined below before issuance of the Completion Acceptance (The valid period of Quality Assurance Guarantee is 2 years; if Owner prolongs the Defect Liability period according to General Terms Clause 19.3, the valid period of Quality Assurance Guarantee shall be also extended for another year accordingly. ). The contractor provides the Defect Liability Guarantee with amount of 12% of contract price.

在完工验收前提交按照附件 7 要求的质保金保函。质保金保函至质保期满(质保金保函有效期为 2 年;如果发包人依据一般条款第 19.3 条延长缺陷责任期,则质保金保函有效期需相应再延长一年),质保保函金额为合同总价的 12%。

#### 17.5 Acceptance Payment

验收付款

(1) After the Completion Acceptance has been passed and the Take-Over Certificate has been issued by the Owner no later than 12 months after commercial operation, or

(2) after 12 months after commercial operation (subject to offset of any outstanding payments due to the Owner and subject to confirmation by the Owner that there is no material breach with regards to the technical requirements).

Thirty percent (30%) of the total contract price, viz. CNY 879,9036 shall be paid by owner to contractor by T/T within thirty (30) days upon receiving the payment application, the Quality Assurance Guarantee with amount of 12% of the contract price as per Appendix 7 and 30% of contract price VAT invoice.

(1) 承包人在并网(商业运行)12 个月内通过竣工验收后,并获得发包人出具的初步验收单后;或者

(2) 承包人在并网(商业运行)12 个月后(支付了所有应支付给发包人的款项,并且由发包人确认没有设备违反了技术规范的要求)。

发包人应在收到承包人提供付款申请、合同金额 12%的质保金保函后(见附件 7)及合同金额 30%的增值税专用发票的三十天内,将合同金额 30%,即人民币 879,903 元,通过转账方式支付给承包人



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## 17.6 Final settlement

### 最终结清

#### 17.6.1 Final settlement application form

##### 最终结清申请单

Number of Final Settlement Application Form Submitted by Contractor: 2.

承包人提交最终结清申请单的份数: 2

Timeframe for Contractor to Submit Final Settlement Application Form: \_\_\_\_\_.

承包人提交最终结清申请单的时限: \_\_\_\_\_

## 18. Completion test and completion acceptance

### 竣工试验和竣工验收

#### 18.1 Completion test

##### 竣工试验

18.1.1 Such personnel, equipment, materials, fuels, electric power, consumables, tools and other essential conditions as required for commissioning and the costs and expenses for commissioning shall be borne by the Contractor.

调试所需的人员、设备、材料、燃料、电力、消耗品、工具和其它必要条件以及调试的费用和开支, 应由 承包人 承担。

#### 18.5 System's Performance Test

##### 系统性能测试

The Performance Test and Performance Liquidated Damages shall be conducted and calculated in accordance with Appendix 8 (Performance Liquidated Damages). Performance Liquidated Damages shall be limited to 12% of the Contract Price. If the Performance Liquidated Damages for the Initial Performance Test (Article 18.5) are incurred and paid in full by the Contractor, no further performance tests shall be required for the continuing performance guarantee. The continuing performance ratio test for the third year after commercial operation shall only be required if any of the previous continuing performance ratio tests either 1 year, or 2 years after commercial operation, or both—failed and lead to payment of performance liquidated damages according to Appendix 8. already. The Systemic Performance guarantee will be paid in accordance with Appendix 8 if the continuing performance test in year 1, 2, and 3 fail.

履约违约金参附件 8 (履约违约金) 计算。履约违约金最高不超过合同价款的 [12]%。

如承包人支付了针对第 18.5 条约定情形下的履约违约金, 则商业运行后的性能效率试验要求不再适用。如在商业运行后的两年性能效率试验中承包人未能通过任一年的试验且根据附件 8 支付了履约违约金, 则承包人需要进行第三年的性能效率试验。如承包人未能通过连续 3 年的试验, 则承包人需支付系统性性能试验保证金。

#### 18.6 Operation during Construction Period

##### 施工期运行

##### 18.6.1 This Project needs the operation during the Construction Period.

本项目需要在施工期运行。

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## 19. Defect liability Period

### 缺陷责任与保修责任

- (1) During the Defect Liability Period of the Works, if the spare parts in the Owner's inventory are used to replace any equipment or parts that have any damage or potential defect resulting from the Contractor's fault or neglect, the Contractor shall be responsible for replenishing the used spare parts at its own costs and ship the replenishment to the Owner's warehouse within the subsequent 1 month.

在工程的缺陷责任期内，如果发包人库存的备件被用于替换因承包人过失或疏忽而导致损坏或发生潜在缺陷的设备或部件，承包人应自费重新购买被使用的备件，并在此后一个月内把购买的补充备件运送至发包商仓库。

- (2) Any other issue on this regard shall, if otherwise specified in the Contract, be subject to the Contract.

除合同中另有约定的，任何此类其它问题均按照合同约定执行。

## 20. Insurance

### 保险

#### 20.1 Design and engineering insurance

##### 设计和工程保险

20.1.1 the insurance coverage, insured sum, premium rate and insurance duration of Engineering Construction All Risks Insurance Procured by Contractor:

Among them, the insured sum shall not be less than 1.5 time of the project total investment amount as 8.4million RMB;

the first beneficiary shall be the Owner and the second beneficiary shall be the Contractor.

承包人投保的建筑工程一切险的保险范围、保险金额、保险费率、保险期限： \_

其中保险金额不得低于项目总投资的 1.5 倍，即 840 万元;

保险第一受益人为发包人，第二受益人为承包人。

20.1.2 Requirements for Contractor's Procurement of Third Party Liability Insurance before Issuance of Defect Liability Period Termination Certificate:

Among them, the insured sum shall not be less than 5million RMB;

the first beneficiary shall be the Owner and the second beneficiary shall be the Contractor.

在缺陷责任期终止证书颁发前，承包人投保第三方责任险的要求：

其中保险金额不得低于项 500 万元;

保险第一受益人为发包人，第二受益人为承包人。

#### 20.5.1 Insurance Certificates

##### 保险凭证

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The Contractor shall, within [5] Days immediately after procuring the insurances above pursuant to the Contract and no later than the project construction starting date, submit to the Owner such evidence and insurance policies' copies such proving that the same becomes valid.

承包人应在根据合同办理上述保险后的[5]天内且不得晚于项目开工日，向发包人提交相关证明文件和保单复印件，证明保险生效。

## 20. Default

违约

### 22.1 Contractor's defaults

承包人违约

The minimum performance requirements is 72%.

最低性能要求：最低性能要求为 **72%**。

## 24. Dispute Resolution

争议解决

### 24.1 Dispute Resolution Method

争议解决方法

Any dispute arising from the Contract between the Owner and the Contractor can be resolved through amicable negotiation. If the dispute cannot be resolved through such amicable negotiation, the dispute shall be resolved in the manner set out in sub-paragraph below:

发包人和承包人在履行合同中发生争议的，可以友好协商解决。合同双方友好协商解决不成，可选择以下两种方式解决：

1 Applying to the China International Economic and Trade Arbitration Commission for arbitration; or

向中国国际经济贸易仲裁委员会申请仲裁；

2 If amicable settlement has failed, the Dispute shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) and be settled by one (1) arbitrator either chosen jointly by Contract Parties or appointed by the Chairman of CIETAC in accordance with the arbitration rules of CIETAC (hereinafter referred to as "Rules") in effect at the time of applying for arbitration. The seat of Arbitration shall be Shanghai. The language of Arbitration shall be English. The arbitration award shall be final and binding upon Contract Parties.

如果友好解决失败，争议应提交中国国际经济贸易仲裁委员会(下称“贸仲委”)，并根据申请仲裁时有效的贸仲委仲裁规则（以下称“规则”）由一（1）名仲裁员（由双方共同选定或由贸仲委代理主席或其指定人员）仲裁解决。仲裁地点为上海。仲裁语言为英语。仲裁裁决是终局的并对双方具有约束力。

## 25. 【Export Control Clauses】

出口控制条款

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## Reservation Clause

### 保留条款

The Contractor may suspend to fulfill this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

如承包人因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行本合同，则承包人可暂定履行本合同的义务。

## Compliance with Export Control Regulations

### 遵守出口控制法规

(1) If the Owner transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by the Contractor or works and services (including all kinds of technical support) performed by Contractor to a third party, Owner shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Owner shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

如果买方将卖方提供的货物（包括无论以何种方式提供的硬件，软件和/或技术，以及相关的文件），以及卖方完成的工作和服务（包括所有种类的技术支持）转移给第三方，则买方应遵守所有适用的国内、国际的（再）出口控制法规。在任何情况下，这种货物，工作和服务的转移，买方必须遵守德国，欧盟以及美国的（再）出口控制法规。

(2) Prior to any transfer of goods, works and services provided by Contractor to a third party Owner shall in particular check and guarantee by appropriate measures that:

- There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
- Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
- The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

在向第三方转移卖方提供的货物，工作和服务之前，买方应该特别检查并以适当的措施保证：

- 
- 该转移,或就这些货物, 工作, 服务有关的合同提供经纪服务, 或向第三方提供与这些货物, 工作, 服务有关联的其他经济资源, 将不违反欧盟, 美国和联合国实施的禁运, 同时还应考虑(禁运)对国内业务的限制且不得规避禁运的规定;
  - 如果此类货物, 工作和服务被禁止用于与军备、核技术或核武器有关的用途, 或需要批准方可用于上述用途, 则此类货物, 工作和服务将不会被用于上述用途, 除非相关批准已经获得;
  - 所有适用的欧盟和美国制裁清单中有关与清单上列举的实体, 个人和组织进行交易的规定已被考虑。

(3)If required to enable authorities or Contractor to conduct export control checks, Owner, upon request by Contractor, shall promptly provide Contractor with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Contractor, as well as any export control restrictions existing.

如果被要求帮助有关当局或卖方进行出口控制的审查, 则买方在收到卖方的要求后应立刻提供包含有卖方所提供的特定货物, 工作和服务的最终客户, 最终目的地, 以及预期用途的所有信息, 以及任何存在的出口控制限制。

(4)Owner shall indemnify and hold harmless Contractor from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Owner, and Owner shall compensate Contractor for all losses and expenses resulting thereof

就任何由于买方不遵守出口控制规定而引起的、或与之相关的索赔、诉讼、行动、罚款, 损失、成本和损坏, 买方应补偿卖方并使其免受损害, 且买方应赔偿卖方由此产生的一切损失和费用。

(5)or the provision of work and services under this contract, the Contractor shall only use employees who are not listed in the relevant German, European and US-American sanctions lists based on foreign trade legislation.

These lists include, but are not limited to, the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List.

合同方只能雇用未在基于外贸法规制定的德国、欧盟和美国的相关制裁清单上的人员提供本合同下的工作和服务。

(6)这些清单包括但不限于: 美国拒绝往来名单(DPL)、美国警告名单、美国实体名单、美国特定国民名单、美国特定恐怖分子名单、美国外国恐怖组织名单、美国特定全球恐怖分子名单和欧盟的恐怖分子名单。If and to the extent the sale or supply of Goods and Services is subject to prior authorization by the competent export control authorities of the European Union, this Contract shall come into force only upon granting of such authorization.

如果货物和服务的销售或提供需要事先获得欧盟相关出口控制当局的批准, 则本销售合同应仅在被授予该等批准后才生效。

## 26. Data Protection 数据保护

The Owner shall ensure that it will not disclose to the Contractor or give the Contractor access to personal data, state secrets, important data or business secrets during the performance of the

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Contract. Where such disclosure or access is necessary for the Contractor to perform this Contract, the Owner shall notify the Contractor by a written notice in good time prior to the disclosure of and/or access to the said data, so as to enable the Contractor to deal with such data in a way in compliance with applicable laws.

发包人应保证其在履行合同的过程中不会向承包人披露或使承包人接触个人数据、国家秘密、重要数据或商业秘密。如果此等披露或使承包人接触该等数据是履行合同所必需的，则发包人应在向承包人披露和/或使承包人接触上述数据前及时地通过书面通知告知承包人，从而使承包人可以以符合适用法律的方式处理上述数据。

The Contractor and the Owner shall comply with the statutory provisions relating to cyber security and protection of personal data. When disclosing or giving access to the Contractor any personal data (e.g. personal data of the Owner's employees), important data, business secrets or state secrets, the Owner is obliged to create the prerequisites required by law, so as to enable the Contractor to, for the purpose of performing the Contract or other reasonable purposes relating to the Contract (e.g. Project management, Owner management etc.), collect, process, transfer to third parties, or transfer abroad the said data without any breach of applicable laws.

承包人和发包人应遵守与网络安全和个人数据保护有关的法律规定。当向承包人披露或使承包人接触个人数据（例如发包人员的个人数据）、重要数据、商业秘密或国家秘密时，发包人有义务创设法律规定的前提条件，从而使承包人可以为履行合同或其他与合同有关的合理目的（例如项目管理、发包人管理等）合法地收集、处理、转移给第三方或向境外转移上述数据。

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### Section III Contract Annex Form

#### 第三节 合同附件表

##### Appendix 1 (Bill of Materials)

附录 1 （设备材料清单）

##### Appendix 2 (Owner's Requirements)

附录 2 （发包人要求）

##### Appendix 3 (Performance Test)

附录 3 （性能测试）

##### Appendix 4 （Progress Schedule）

附录 4 （进度表）

##### Appendix 5 (Advance Payment Guarantee) Not Applicable for the Contract

附录 5 （预付款保函）本合同不适用

##### Appendix 6 (Performance Guarantee) Not Applicable for the Contract

附录 6 （履约保函）本合同不适用

##### Appendix 7 (Quality Assurance Guarantee)

附录 7 （质量金保函）

##### Appendix 8 (Performance Liquidated Damages)

附录 8 （违约金）

##### Appendix 9 (Insurance)

附录 9 （保险）

##### Appendix 10 (Letter of Appointment of the Project Manager on Site)

附录 10 （现场管理人员任命书）

Add:

附加信息

## Appendix 1 (Bill of Materials)

## 附录 1 （设备材料清单）

## 天津希必奥弗兰德屋顶 1.377MW 分布式光伏项目设备材料清单

序号	名称	规格	数量	单位	制造厂家
1	逆变器支架	底座、斜撑、立柱 材料镀锌钢材：U41*52*2，	12	套	中启建设配套
2	并网柜	1#-4#并网点接入柜	1	台	西瓦科
	隔离开关	HD13BX-1000/41 AC380V 胶板+手柄	1	台	正泰
	并网断路器	CM3-800LP/4378C 800A/H/欠压电压 AC230V/电操电压 AC230V	1	台	常熟开关
	电流互感器	BH-0.66I Φ80 800/5 0.5 级	3	只	供电局提供
	电能计量表	含 GPRS 无线采集终端	1	台	供电局提供
	进线断路器	CM3-250L/4320C 250A	3	个	常熟开关
	电能质量在线监测装置	当地电力公司认可品牌	1	台	中启建设配套
	多功能表	P26	1	台	西门子



	浪涌保护器	OPO-100T-4PC	1	台	天津威图
	低压断路器	CM3-63M/4300C 50A	1	台	常熟开关
	辅料		1	批	西瓦科配套
	箱（柜）体	GGD 800*2200*800 带槽钢底座	1	台	西瓦科
3	光伏环境监测仪	RYQ-TWS-4B3 型	1	套	绿光（辐照仪 Kippzon 品牌）
4	电线电缆	PV-1*4	32000	米	起帆
		ZRC-YJV-0.6/1KV 3*95+2*50	980	米	起帆
		ZRC-YJV-0.6/1KV 3*70+2*35	920	米	起帆
		ZRC-YJV-0.6/1KV 3*35+2*16	110	米	起帆
		ZRC-YJV-0.6/1KV 3*185+2*95	240	米	起帆
		ZRC-0,75KV-BVR 1X16	60	米	起帆
5	热镀锌扁钢或圆钢	40*4 mm 或 $\geq 78 \text{ mm}^2$	2320	米	中启建设配套
	人工接地极	5#角钢	1	项	中启建设配套
6	托盘式热镀锌水平桥架  (带盖板)	100 x 100 ; 厚度 $\geq 1.2\text{mm}$	950	米	天津泰吉
		200 x 100 ; 厚度 $\geq 1.5\text{mm}$	60	米	天津泰吉
		300 x 100 ; 厚度 $\geq 1.5\text{mm}$	150	米	天津泰吉
		300 x 200 ; 厚度 $\geq 1.5\text{mm}$	50	米	天津泰吉

7	夹具	AL6005-T5/SUS304	1377000	瓦	天津泰吉
	檩条	AL6005-T5/SUS304			
	压块	AL6005-T5/SUS304			
	连接块	AL6005-T5			
8	硬盘录像机	海康威视；硬盘容量≥4TB 带鼠标键盘	1	台	海康威视
	电脑显示器	19 寸以上显示器	1	台	中启建设配套
	球型摄像头	海康威视；分辨率不低于 640*480	2	套	海康威视
	电源防水箱	监控专用	2	套	中启建设配套
	球机支架	DS-1602ZJ 壁装支架	2	套	中启建设配套
	立杆抱箍支架	带箍	2	台	中启建设配套
	监控立杆	摄像头立杆	2	根	中启建设配套
9	超五类网线	AMP	1	项	中启建设配套
	485 通信线	RVSP-2*1.0	1	项	中启建设配套
	单模光纤	4 芯铠装光纤	1	项	中启建设配套

	光电转换器	MOXA IMC-21-M	1	项	中启建设配套
	单模尾纤	1m 尾纤	1	项	中启建设配套
	光纤接线盒	4 口接线盒	1	项	中启建设配套
	摄像机电源线	YJV-3*2.5	1	项	中启建设配套
10	薄壁钢管	KBG DN20	1700	米	中启建设配套
		KBG DN32	200	米	中启建设配套
11	电缆保护套管	PVC DN15 通信线缆保护管	300	米	中启建设配套
	连接套管	KBG 及 PVC 套管连接辅材及固定器	1	批	中启建设配套
12	运维通道	镀锌钢格栅 ( 宽度 400mm , 高度 25mm , 板材厚度 2.75mm , 网格 40*100mm )	1400	米	河北尚邦
13	清洗水管	DN32 PPR 1.5mpa	520	米	中启建设配套
	球阀	清洗出水口	20	个	中启建设配套
14	单相电表	清洗系统用	1	台	中启建设配套
15	冷水表	清洗系统用	1	台	中启建设配套

16	手提式灭火器	含箱体	1	项	中启建设配套
17	光伏监测系统	DSOP，含电脑主机及 55 寸显示器	1	套	西门子
	采集网关	ECU-R	5	台	昱能
18	屋顶补漏	修补施工引起屋面漏水	1	项	中启建设配套
19	警示带	采光带四周粘贴警示条	1	批	中启建设配套
20	辅料及工具	满足项目及国标要求	1	项	中启建设配套
21	临边围护	高 1000mmU 型钢(板材厚度 2mm)立柱+斜撑,顶部用 U 型钢(板材厚度 2mm)做横梁,底部用夹具固定,间距 1600mm,中间拉一道 12mm 钢丝绳。	1	项	天津泰吉

## 天津弗兰德 1377KW 分布式光伏项目备件清单

序号	名称	规格	数量	单位	制造厂家
1	进线断路器	CM3-250L/4320B 250A	2	台	常熟开关
2	浪涌保护器	OPO-100T-4PC	2	台	天津威图

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Appendix 2 (Owner's Requirements)  
附录 2（发包人要求）

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## Appendix 3 (Performance Test)

### 附录 3 （性能测试）

#### **Part A: Initial Performance Test**

##### **部分 A: 初始性能试验**

#### **4. GENERAL**

##### 概述

The Contractor shall guarantee that the plant to be supplied under this Contract when tested in accordance with the requirements of the Contract will meet the conditions of performance, availability and utilization shown in this Schedule.

承包商应保证根据本合同提供的设备在根据合同要求进行试验时满足本附表所示的性能、可用性和利用条件。

#### **5. INITIAL PERFORMANCE RATIO TEST**

##### 初始性能比试验

The referenced guaranteed performance value of the PV power plant is the Performance Ratio (PR), which is 98% of the simulated PR value by PVSyst simulation in the respective testing month.

光伏电站的参考保证性能值是性能比（PR），该值为经认可测试月份的 PVSyst 软件的模拟值的 98%。

For the Initial Performance Guarantee, the PR of the installed PV power plant will be measured during Initial Performance Guarantee Test over a period of seven (7) consecutive days. If a power outage happens for any reason, the days of the power outage are excluded and the duration of the PR Test shall be extended to reach the minimum period of 7 days of measurement.

为了实现初始性能保证，安装的光伏电站的性能比将在初始性能保证试验期间连续测量七（7）天。如果出于任何原因导致断电，则将减去断电的天数，性能比试验的持续时间应延长以达到 7 天的最短测量时间。

It shall be noted that the PR varies with changes in meteorological conditions and thus throughout the year. A temperature correction factor is therefore taken into account to achieve a more accurate assessment of the PR between simulated and measured during commissioning.

应注意，性能比在一整年内会随着气象条件的变化而变化。因此，考虑使用温度修正系数，以便在调试期间对模拟和测量之间的性能比进行更精确的评估。

The PR for the Initial Performance Ratio Test shall be calculated according to the following procedure:

初始性能比试验的性能比应根据以下程序进行计算：

$$PR_{actual} = \frac{E_{produced\ system\ energy}}{GTI * A_{total\ module\ area} * \eta_{STC\ module} * \alpha_{temperature\ correction}}$$

Corresponding units:

E <i>produced system energy</i>	[kWh] <sup>1)</sup>
GTI	[kWh/ m <sup>2</sup> ] <sup>2)</sup>
A <i>total module area</i>	[m <sup>2</sup> ]
η <i>STC module</i>	[%] according to PV module datasheet
α <i>temperature correction</i>	Factor <sup>3)</sup>

- 1) Produced system energy (E<sub>produced system energy</sub>) will be measured during the Test period of seven (7) consecutive days at the PEA Export Meter. The Contractor shall ensure that no curtailment of the PV power shall occur during the PR measurement period.  
系统产生的能量（E<sub>produced system energy</sub>）将在连续七（7）天的试验期间通过 PEA 输出表进行测量。承包商应确保光伏发电量在性能比测量期间不会缩减。
- 2) GTI collected by the tilted pyranometer (at least Second Class) of the local meteorological measurement station for the Test period of seven (7) consecutive days. GTI 由本地气象测量站的倾斜日射强度计（至少二级）在连续七（7）天的试验期间收集。
- 3) Temperature correction factor α<sub>Temperature correction</sub> will be used to improve the accuracy of PR measurements to compensate the difference between simulated and real measured module temperature by the sensors of the meteorological station during the 7 days of the Test period.  
温度修正系数 α<sub>Temperature correction</sub> 将用于提高性能比测量的精度，以补偿模拟的模块温度与气象站的传感器在 7 天试验期间实际测量的模块温度之差。

The following formula shall apply for the temperature correction factor:

下列公式应适用于温度修正系数：

$$\alpha_{\text{temperature correction}} = [1 + (T_{\text{module averaged measurement}} - T_{\text{module averaged simulation}}) * \text{Temp. coefficient}_{p_{\text{max}}}]$$

Corresponding units:

$T_{\text{module averaged measurement}}$	[°C] <sup>4)</sup>
$T_{\text{module averaged simulation}}$	[°C] <sup>5)</sup>
$\text{Temp. coefficient}_{p_{\text{max}}}$	[%/°C] according to PV module datasheet

- 4)  $T_{\text{module averaged measurement}}$  shall be recorded over the whole measuring period. However, only temperature values related to GTI values above 50 W/m<sup>2</sup> shall be considered for the averaged module temperature.

$T_{\text{module averaged measurement}}$  应在整个测量周期内进行记录。然而，平均模块温度只应考虑与高于 50 W/m<sup>2</sup> 的 GTI 值相关的温度值。

- 5) In line with as for  $T_{\text{module averaged measurement}}$ , only values related to GTI values above 50 W/m<sup>2</sup> shall be considered for  $T_{\text{module averaged simulation}}$ .

与  $T_{\text{module averaged measurement}}$  一样， $T_{\text{module averaged simulation}}$  也只应考虑与高于 50 W/m<sup>2</sup> 的 GTI 值相关的数值。

The module temperature can be determined by considering nominal operation cell temperature (NOCT) values of the PV modules and the ambient temperature. It shall be noted that this formula enables sufficiently accurate values.

模块温度可以通过考虑光伏组件的电池额定工作温度 (NOCT) 值和环境温度来确定。应注意，此公式可以得出足够准确的数值。



$$T_{\text{module averaged simulation}} = \left[ T_{\text{ambient averaged simulation}} + (T_{\text{NOCT PV module}} - T_{\text{NOCT ambient}}) \right] \times \frac{GTI_{\text{averaged simulation}}}{GTI_{\text{NOCT}}}$$

Corresponding units:

$T_{\text{ambient averaged simulation}}$	[°C]	depends on meteorological dataset
$T_{\text{NOCT PV module}}$	[°C]	according to PV module datasheet
$T_{\text{NOCT ambient}}$	[°C]	20°C
$GTI_{\text{averaged simulation}}$	[W/m <sup>2</sup> ]	depends on meteorological dataset <sup>6)</sup>
$GTI_{\text{NOCT}}$	[W/m <sup>2</sup> ]	800W/m <sup>2</sup>

<sup>6)</sup> For  $GTI_{\text{averaged simulation}}$ , only values above 50 W/m<sup>2</sup> shall be considered.

## 6. GUARANTEED PERFORMANCE REQUIREMENTS

性能要求保证值

The Contractor guarantees that the Facility achieves the  $PR_{\text{guaranteed}}$  during the Performance Ratio Test based on the month of the test as listed in the table below.

承包商应保证设备在初始性能比试验期间达到下表列出的试验月份的  $PR_{\text{guaranteed}}$ 。

Month of testing 试验月份	$PR_{\text{guaranteed}}$ $PR_{\text{guaranteed}}$
January 1 月	0.925*98%
February 2 月	0.816*98%
March 3 月	0.886*98%
April 4 月	0.854*98%
May 5 月	0.828*98%
June 6 月	0.747*98%
July 7 月	0.812*98%

August 8 月	0.818*98%
September 9 月	0.833*98%
October 10 月	0.795*98%
November 11 月	0.897*98%
December 12 月	0.915*98%
Average Year 年平均	0.832*98%

Should the Contractor not be able to demonstrate the plant performance to meet the  $PR_{\text{guaranteed}}$ , the Contractor will pay to the Liquidated Damages.  
如果承包商不能证明设备性能符合  $PR_{\text{guaranteed}}$ , 承包商将支付违约赔偿金。

## 7. LIST OF TESTING DOCUMENTS

试验列表文件

### 3) Electrical Works

电气工程

- Inverter Test  
逆变器试验
- Switchgear Test  
开关设备试验
- DC Box Test  
直流配电箱试验
- Solar Cable Connectivity Test  
太阳能电缆连接试验
- DC Cable Connectivity Test  
直流电缆连接试验
- Low Voltage AC Cable Connectivity Test  
交流电缆连接试验
- Grounding Resistance Test  
接地电阻试验

- 
- **Main Distribution Board On/Off Test**  
主配电柜合分闸试验
  - **Battery Function Test by Supplier Request (if applicable)**  
蓄电池功能试验(按厂家要求, 如果适用)
  - **Transformer Test ( Shippment Test )**  
变压器试验 ( 出厂试验 )
  - **PV Module string test ( I-V Test; 3 Strings per MW)**  
光伏组件联机试验 (I-V 试验; 每 MW 进行 3 次联机试验)
  - **Thermographic test of Junction Box (100%), Cabling, Inverter-input and Switch Cabinet**  
接线盒 (100%)、电缆、变频器输入和开关柜的热成像试验
  - **Hi-Pot Test for Medium Voltage (according to grid company regulation)**  
中压耐压试验 (按供电局要求)
  - **Fire Alarm System Function Test if applicable**  
火灾报警系统功能试验 (若适用)
  - **Busbar and Cable Connection Bolt and Nut Torque Test**  
母线和电缆连接螺栓和螺母扭矩试验

#### 4) **Mechanical Works**

机械工程

- **PV Module Mounting Structure Bolt and Nut Torque Test (5 Test per MW)**  
光伏组件安装结构螺栓和螺母扭矩试验(每 MW 进行 5 次试验)
- **Module Structure Test (Visual test)**  
组件结构试验(目测检测)
- **Coating Test (Hot Dipped Galvanized Thickness Test )**  
涂层试验 (热浸镀锌厚度试验)
- **Cleaning Water Plant System Test**  
清洗设备系统试验
- **Drainage Pump Function Test if applicable**  
排水泵功能试验 (若适用)
- **Air Conditioning Test Air ventilation if applicable**  
空调通风试验 (若适用)

#### 5) **Others**

其他

- 
- CCTV Function Test  
CCTV 功能试验
  - Monitoring Function Test  
监测功能试验
  - Module Test: as per RFP  
组件试验：依据招标书

## **Part B: Continuing Performance Guarantee**

### **部分 B: 持续性能保证**

#### **5) GENERAL**

##### 概述

During the first 3 years following the Final Acceptance the Contractor guarantees the performance of the Facility with the Continuing Performance Ratio Guarantee. Upon each anniversary of the Final Acceptance, the Continuing Performance Ratio Test shall be performed.

在最终验收后的前三年内，承包商通过持续性能比保证担保设备的性能。在最终验收后的每个周年，应进行持续性能比试验。

#### **6) CONTINUING PERFORMANCE RATIO TEST**

##### 持续性能比试验

Option I shall generally be used for the Continuing Performance Ratio Test but the Owner can request to use Option II (even after Option I has been used in which case Option II results will count).

选项 I 通常应用于持续性能比试验，但业主可以要求使用选项 II（即使已使用选项 I，也应以选项 II 的结果为准）。

##### i) Option I:

##### 选项 I:

Contractor may use the recorded data from the monitoring system and PEA Export Meter to compute the performance ratio ( $PR_{actual}$ ). Such number shall meet the guaranteed values.

承包商可以使用监测系统记录的数据和 PEA 输出表计算性能比 ( $PR_{actual}$ )。此类数值应符合保证值。

---

The calculation formula for  $PR_{actual}$  is performed as follows:

$$PR_{actual} = \frac{E_{actual}}{Total\ Wp \times Irr_{actual}}$$

E actual                      Actual energy output per year (kWh)

Total Wp                    Total PV module installed capacity (kWp)

Irr actual                    Actual solar irradiation measured on the plane of the array (kWp/m<sup>2</sup>/year)

**ii) Option II:**

**选项 II:**

If requested by the Owner the Contractor has to use the procedure for Initial Performance Ratio Test to measure  $PR_{actual}$  for the year of operation.

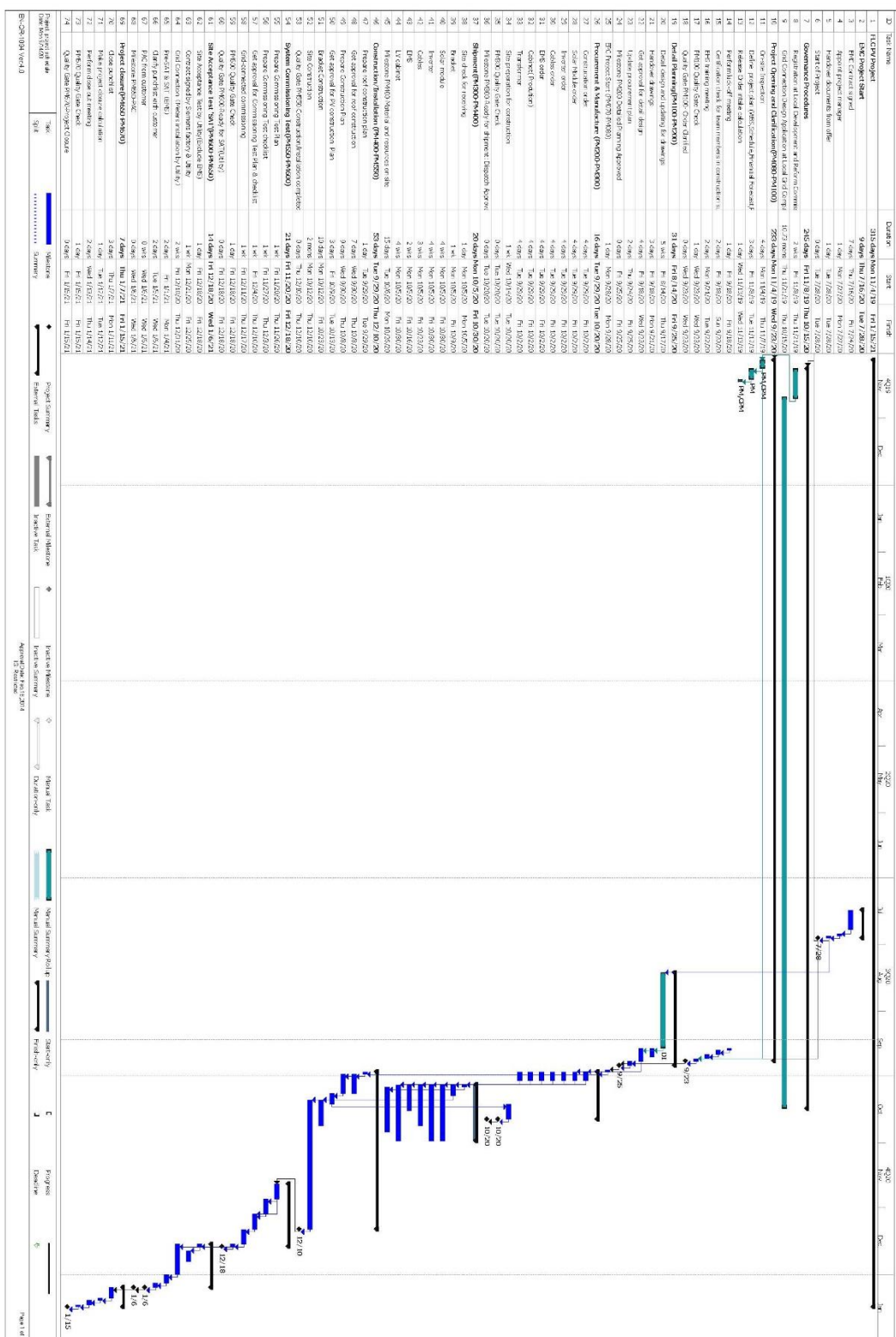
如果业主要求，承包商必须使用初始性能比试验程序测量运行年份的  $PR_{actual}$ 。

**Part C MINIMUM PERFORMANCE REQUIREMENTS**

**Part C 最低性能要求**

The minimum PR ratio is 72%.

## 附录 4 (进度表)



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Appendix 5 (Advance Payment Guarantee ) Not Applicable for the Contract

附录 5（预付款保函）本合同不适用

致：[受益人，地址]

日期：2020 年 XX 月 XX 日

保函编号：

我们已知悉，【苏州市中启建设工程有限公司】（下称“申请人”）与贵公司签订合同编号为【XXXXXXX】、日期为【2020 年 XX 月 XX 日】、关于【项目名称】一份合同，合同总价为【人民币 XXXX 元】。

并且，我们理解，根据合同约定，需要提交一份银行预付款保函。

应申请人申请，我们，【中国工商银行股份有限公司北京朝阳支行】，地址位于【北京市朝阳区朝外大街 1 号】，在此签发本保函，并不可撤销的承诺，在收到贵公司提交的书面索赔通知书后的【7】个工作日内，向贵公司支付总金额不超过【人民币 XXXX 元】（大写：【人民币 XXXXX 元】）任何款项；且

本保函为无条件、持续性和不可撤销保函，本保函自申请人收到全额预付款之日起生效，到期日为 X 年 X 月 X 日。

因此，本保函下任何索赔请求应在失效日前为我行收悉。

失效日后，本保函将自动失效，无论是否退还我行予以撤销。

本保函未经我行书面同意不能转让。本保函根据《见索即付保函统一规则》予以解释。

【中国工商银行股份有限公司】

【北京朝阳支行】

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Appendix 6 (Performance Guarantee) Not Applicable for the Contract

附录 6 （履约保函）本合同不适用

致：[受益人，地址]

日期：2020 年 XX 月 XX 日

保函编号：

我们已知悉，【苏州市中启建设工程有限公司】（下称“申请人”）与贵公司签订合同编号为【XXXXXXX】、日期为【2020 年 XX 月 XX 日】、关于【项目名称一份合同，合同总价为【人民币 XXXX 元】】。

并且，我们理解，根据合同约定，需要提交一份银行履约保函。

应申请人申请，我们，【中国工商银行股份有限公司北京朝阳支行】，地址位于【北京市朝阳区朝外大街 1 号】，在此签发本保函，并不可撤销的承诺，在收到贵公司提交的书面索赔通知书后的【7】个工作日内，向贵公司支付总金额不超过【人民币 XXXX 元】（大写：【人民币 XXXX 元】）任何款项；且

本保函为无条件、持续性和不可撤销保函，本保函自开立之日起生效，到期日为 2020 年 XX 月 XX 日。因此，本保函下任何索赔请求应在失效日前为我行收悉。

失效日后，本保函将自动失效，无论是否退还我行予以撤销。

本保函未经我行书面同意不能转让。

本保函根据《见索即付保函统一规则》予以解释。

【中国工商银行股份有限公司】

【北京朝阳支行】



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## Appendix 7 (Quality Assurance Guarantee)

### 附录 7 （质量保证保函）

受益人：

根据贵公司与【苏州市中启建设工程有限公司】（下称“申请人”）于【2020 年 XX 月 XX 日】签订的、编号为【XXXX】的合同（下称“该合同”），我们，【中国工商银行股份有限公司北京朝阳支行】，在此应申请人申请，向贵公司签发本质量保函，担保申请人履行竣工日后该合同项下的义务。

保函金额最高为：【人民币 XXXX 元】

我们不可撤销的承诺在收到贵公司法定代表人或其授权代表签署并加盖贵公司公章的书面索赔通知书后的七个工作日内向贵公司支付最高不超过【人民币 XXXX】（大写：【人民币 XXXX 元】）的款项。贵公司书面索赔请求中应载明索赔金额，该请求金额不应超过保函金额。

贵公司书面索赔请求应当附随本保函原件。本保函将于签发日生效，到期日为 X 年 X 月 X 日。任何请求应于生效日或之前提出。失效日后本保函将自动失效，请将保函原件退还我行。无论原件是否退还我行，我行在本保函项下的义务和责任将在失效日后立即解除。

未经我行事先书面同意，贵公司在本保函项下的请求和权利不得转让。

本保函为无条件、持续性和不可撤销保函。

本保函根据《见索即付保函统一规则》予以解释。

【中国工商银行股份有限公司】

【北京朝阳支行】

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## Appendix 8 (Performance Liquidated Damages)

### 附录 8 （违约金）

#### PART A: PERFORMANCE LIQUIDATED DAMAGES FOR INITIAL PERFORMANCE TEST

Should the Contractor not be able to demonstrate the plant performance to meet the  $PR_{\text{guaranteed}}$ , the Contractor will pay to the Liquidated Damages.

The Liquidated Damages will be calculated based on the Performance Ratio measured during the Initial Performance Ratio Test  $PR_{\text{actual}}$  and Guaranteed Initial Performance Ratio  $PR_{\text{guaranteed}}$ .

The Liquidated Damages LD are calculated as below  $PR_{\text{actual}} < PR_{\text{guaranteed}}$ :

$$LD = (PR_{\text{guaranteed}} - PR_{\text{actual}}) * NPV$$

LD	Liquidated Damages (net of VAT)
$PR_{\text{guaranteed}}$	Contractor's PR as per contract (percentage)
$PR_{\text{actual}}$	PR achieved during commissioning (percentage)
NPV	Net present value of system life cycle revenue (net of VAT)

#### PART B: PERFORMANCE LIQUIDATED DAMAGES FOR CONTINUING PERFORMANCE TEST

The Contractor guarantees that the Facility achieves the no less than the  $PR_{\text{guaranteed}}$  values in the Continuing Performance Ratio Test for each respective year of operation as per the table below:

Year of operation (starting on Final Acceptance and each anniversary thereof)	$PR_{\text{guaranteed}}$ for each year of operation
Year 1	0.832*98%
Year 2	0.832*98%*0.993
Year 3	0.832*98%*0.993*0.993

The Liquidated Damages will be calculated based on the Performance Ratio measured during the Continuing Performance Test  $PR_{\text{actual}}$  and Guaranteed Continuing Performance  $PR_{\text{guaranteed}}$ .

The Liquidated Damages LD are calculated as below if  $PR_{\text{actual}} < PR_{\text{guaranteed}}$ :

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$$LD = (PR_{\text{guaranteed}} - PR_{\text{actual}}) * GTI * Total_{Wp} / STC * (T_{\text{average}} + S)$$

LD	Liquidated Damages (net of VAT)
PR <sub>guaranteed</sub>	Contractor's PR as per contract (percentage)
PR <sub>actual</sub>	Actual performance ratio (percentage)
GTI	Global Titled Irradiance
Total Wp	Total PV module installed capacity (Wp)
STC	1000W/m2
T <sub>average</sub>	Annual average power tariff (net of VAT) * 76% (discount in EMC)
S	Subsidies per kWp (net of VAT)

### **Systemic performance shortfall**

In case the measured PR<sub>actual</sub> is below the guaranteed PR<sub>guaranteed</sub> for 3 consecutive years the contractor has to pay additional liquidated damages based on PR<sub>actual</sub> as the average of the 3 years with performance below the guaranteed PR and PR<sub>guaranteed</sub> calculated as the average of the PR<sub>guaranteed</sub> values for the same period. Using the average PR<sub>actual</sub> and PR<sub>guaranteed</sub> the Liquidated Damages LD are calculated as:

$$LD = (PR_{\text{guaranteed}} - PR_{\text{actual}}) * NPV - LD_{\text{paid}}$$

LD	Liquidated Damages (net of VAT)
PR <sub>guaranteed</sub>	Contractor's PR as per contract (%)
PR <sub>actual</sub>	PR achieved during commissioning (%)
NPV	Net present value of system life cycle revenue (net of VAT)
LD <sub>paid</sub>	Liquidated damages paid for continuing performance test

### **Net present value of system life cycle revenue (net of VAT):**

- (7) NPV = 7,002,617RMB
- (8) Computed by discounting system life cycle revenue by 10% discount rate
- (9) Electricity tariff and all subsidies are included in revenue forecast
- (10) NPV and revenue forecast are net of VAT, contractor will bare the extra cost if VAT invoice is needed

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(11) Annual revenue forecast:

$$R = E_{\text{generated}} * ( ( R_{\text{self}} * T_{\text{average}} ) + ( R_{\text{grid}} * T_{\text{grid}} ) + S )$$

R                      Revenue forecast (net of VAT)

$E_{\text{generated}}$                       Electricity output based on initial PVsyst forecast

$R_{\text{self}}$                       Self use ratio

$T_{\text{average}}$                       Annual average power tariff (net of VAT) \* 76% (discount in EMC)

$R_{\text{grid}}$                       Percentage selling to grid

$T_{\text{grid}}$                       On-Grid tariffs (net of VAT)

S                      Subsidies per kWp (net of VAT)

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## Appendix 9 (Insurance)

### 附录 9 （保险）

## Appendix 10 (Letter of Appointment of the Project Manager on Site)

### 附录 10 （现场管理人员任命书）

天津希必奥弗兰德屋顶 1.58MW 分布式光伏发电项目	承包人现场管理人员任命书
<h3>承包人现场管理人员任命书</h3> <p>致：</p> <p>天津希必奥光伏发电有限公司（建设单位） 常州正衡电力工程监理有限公司（监理单位）</p> <p>为履行承包人在天津希必奥弗兰德屋顶 1.58MW 分布式光伏发电项目 EPC 合同项下的权利和义务，保证项目顺利运转，承包人提请任命西门子人员 何常辉 为该项目的项目经理。我司人员 何峰峰 为项目现场负责人，项目经理及现场负责人可代表承包人履行相关工程现场职责：</p> <p>授权内容包括：</p> <ol style="list-style-type: none"><li>1) 处理项目各阶段承包人所负责的手续资料的准备和报批。</li><li>2) 现场施工所涉及的施工组织、进度、质量、安全（EHS）及文档管理。</li><li>3) 在授权范围内，依照 EPC 合同规定，积极配合发包人的管理要求和各项指示。其中涉及合同变更及设计变更的事项需提请承包人确认后实施。</li><li>4) 现场沟通与联络，代表承包人参与各相关现场会议。</li><li>5) 组织工程质量验收，负责竣工验收、消缺、清场及移交等总承包单位相关工作。</li><li>6) 所有竣工资料的签字确认。</li></ol> <p>以上授权在本工程施工期间一直有效，直至承包人向发包人和/或监理人提交变更授权通知/申请。</p> <p>承包人：苏州市中启建设工程有限公司 日期：2020 年 09 月 15 日</p> <p>1 of 1</p>	



中 华 人 民 共 和 国  
二 级 建 造 师  
执 业 资 格 证 书

Professional Qualification Certificate  
Associate Constructor  
The People's Republic of China

本证书由江苏省人力资源和社会保障厅、江苏省住房和城乡建设厅批准颁发。它表明持证人通过江苏省考试合格,取得二级建造师执业资格。

This is to certify that the bearer of the certificate has passed examination organized by the Jiangsu Provincial government departments and has obtained qualifications for Associate Constructor.



Jiangsu Human Resource and Social Security Department



Department of Housing and Urban-Rural Development of Jiangsu Province

编号: 00026876  
No. :





持证人签名:

Signature of the Bearer

管理号: 113217061090013194  
File No.:

姓名: 何常辉  
Full Name

性别: 男  
Sex

出生年月: 1983年10月  
Date of Birth

专业类别: 机电工程  
Professional Type

批准日期: 2011年06月  
Approval Date

签发单位盖章:  
Issued by

签发日期: 2011年10月14日  
Issued on

## 注 意 事 项

一、执业资格证书为重要证件,持证人应妥为保管,不得损毁。如证件遗失,应立即向发证机关报告。

二、本证件为注册重要依据,注册有效期将满时,如需继续执业,可按有关规定向注册机关申请注册。

三、持证人应按有关规定交验执业资格证书。

## Notion

I. The professional Qualification Certificate is an important document. The bearer should take good care of the Certificate. A report should in case the Certificate is lost.

II. The Professional Qualification. The bearer should apply for re-registration to the registration office before the expiry date of the Certificate if he/she intends to engage in the same profession in accordance with relevant regulations.

III. The bearer should hand over the Certificate for examination according to relevant regulations.

